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इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a
separate compilation

भाग II—खण्ड 3—उप-खण्ड (II) PART II—Section 3—Sub-section (II)

(रक्षा मंत्रालय को छोड़ कर) भारत सरकार के मंत्रालयों द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications issued by the Ministries of the Government of India (other than
the Ministry of Defence)

वित्त मंत्रालय
(राजस्व विभाग)

नई दिल्ली, 26 अप्रैल, 1991

आयकर

का.भा. 2053:- आयकर अधिनियम, 1961, (1961 का 43)
की धारा 10 के खंड (23-ग) के उपखंड (iv) द्वारा प्रदत्त शक्तियों
का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा "ज्वाइंट प्लांट कमेटी"
को ज्वल उपखंड के प्रयोजनार्थ कर-निर्धारण वर्ष 1989-90 के लिए
अधिसूचित करती है।

[सं. 8874 (फा.स. 197/145/89-आयकर नि.-1)]

MINISTRY OF FINANCE

(Department of Revenue)

New Delhi, the 26th April, 1991

INCOME-TAX

S.O. 2053.—In exercise of the powers conferred by sub-
clause (iv) of clause (23C) of Section 10 of the Income-tax
Act, 1961 (43 of 1961), the Central Government hereby
notifies "Joint Plant Committee", for the purpose of the
said sub-clause for the assessment year 1989-90.

[No. 8874/F. No. 197/145/89-IT.A.I]

नई दिल्ली, 29 अप्रैल, 1991

आयकर

का.भा. 2054:- आयकर अधिनियम, 1961 (1961 का 43)
की धारा 10 के खण्ड (23-ग) के उपखंड (iv) द्वारा प्रदत्त शक्तियों
का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा सर "इंस्टीट्यूट ऑफ़ इन्वेंशियल
मैनेजमेंट एण्ड रिसर्च मद्रास" को कर-निर्धारण वर्ष 1990-91 से 1992-
93 तक के लिए निम्नलिखित शर्तों के अधीन रहते हुए उक्त उपखंड
के प्रयोजनार्थ अधिसूचित करती है, अर्थात् :-

- (i) कर-निर्धारिती इसकी आय का इस्तेमाल अर्थात् इसकी आय का
इस्तेमाल करने के लिए इसका मंचयन पूर्णतया तथा अन्यथा उन
उद्देश्यों के लिए करेगा, जिनके लिए इसकी स्थापना की गई
है ;
- (ii) कर-निर्धारिती ऊपर-उल्लिखित कर-निर्धारण वर्षों से संगत
पूर्ववर्ती वर्षों की किसी भी अवधि के दौरान धारा 11 की उप-
धारा (5) में विनिर्दिष्ट किसी एक अथवा एक से अधिक ङग अथवा
नरीकों से इसकी निधि (जेवर-जवाहिरात, फर्नीचर आदि के
रूप में प्राप्त तथा रख-रखाव में स्वीकृत संशोधन में भिन्न)
का निवेश नहीं करेगा अथवा उसे जमा नहीं करेगा ;
- (iii) यह अधिसूचना किसी ऐसी आय के संबंध में लागू नहीं होगी,
जोकि कारोबार से प्राप्त लाभ तथा अभिव्यक्ति के रूप में हो

(3091)

जब तक कि ऐसा कारोबार उक्त कर-निर्धारिती उद्देश्यों की प्राप्ति के लिए प्रासंगिक नहीं हो तथा ऐसे कारोबार के संबंध में भ्रम से लेखा-पुस्तिकाएं नहीं रखी जाती हों।

[सं. 8875/फा.सं. 197/29/91-आयकर नि. -1]

New Delhi, the 29th April, 1991

INCOME-TAX

S.O. 2054.—In exercise of the powers conferred by sub-clause (iv) of clause (23-C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies the "Institute for Financial Management and Research, Madras" for the purpose of the said sub-clause for the assessment years 1990-91 to 1992-93 subject to the following conditions, namely :—

- (i) the assessee will apply its income, or accumulate it for application, wholly and exclusively to the objects for which it is established;
- (ii) the assessee will not invest or deposit its funds (other than voluntary contribution received and maintained in the form of jewellery, furniture etc.) for any period during the previous years relevant to the assessment years mentioned above otherwise than in any one or more of the forms or modes specified in sub-section (5) of section 11;
- (iii) this notification will not apply in relation to any income being profits and gains of business, unless the business is incidental to the attainment of the objectives of the assessee and separate books of accounts are maintained in respect of such business.

[No. 8875/F. No. 197/29/91-IT.A.I.]

आयकर

का.प्र. 2055.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खण्ड (23-ग) के उपखंड (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा जन फीरोज, कलकत्ता वार-ए-मेहर, मद्रास को कर-निर्धारण वर्ष 1990-91 से 1992-93 तक के लिए निम्नलिखित शर्तों के अधीन रखते हुए उक्त उपखंड के प्रयोजनार्थ अधिसूचित करती है, अर्थात् :-

- (i) कर-निर्धारिती इसकी आय का इस्तेमाल अथवा इसकी आय का इस्तेमाल करने के लिए इसका संयोजन पूर्णतया तथा अनन्य-तया उन उद्देश्यों के लिए करेगा, जिनके लिए इसकी स्थापना की गई है ;
- (ii) कर-निर्धारिती ऊपर-उल्लिखित कर-निर्धारण वर्षों में संग्रहीत वर्षों की किसी भी अवधि के दौरान धारा 11 की उप-धारा (5) में विनिर्दिष्ट किसी एक अथवा एक से अधिक बंग-अथवा तरीकों से भिन्न तरीकों से इसकी निधि (जैव-जवाहिरात, फर्नीचर आदि के रूप में प्राप्त तथा रख-रखाव में स्वेच्छिक अंशदान से भिन्न) का निवेश नहीं करेगा अथवा उसे जमा नहीं करवा सकेगा ;
- (iii) यह अधिसूचना किसी ऐसी आय के सम्बन्ध में लागू नहीं होगी, जोकि कारोबार से प्राप्त लाभ तथा अभिलाभ के रूप में हो जब तक कि ऐसा कारोबार उक्त कर-निर्धारिती के उद्देश्यों की प्राप्ति के लिए प्रासंगिक नहीं हो तथा ऐसे कारोबार के संबंध में भ्रम से लेखा-पुस्तिकाएं नहीं रखी जाती हों।

[सं. 8876/फा.सं. 197/49/91-आयकर नि. - 1]

INCOME-TAX

S.O. 2055.—In exercise of the powers conferred by sub-clause (v) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Jal Phiroj Clubwala Dar-E-Meher, Madras" for the purpose of the said sub-clause for the assessment years 1991-92 to 1993-94 subject to the following conditions, namely :—

- (i) the assessee will apply its income, or accumulate it for application, wholly and exclusively to the objects for which it is established;
- (ii) the assessee will not invest or deposit its funds (other than voluntary contributions received and maintained in the form of jewellery, furniture etc.) for any period during the previous years relevant to assessment years mentioned above otherwise than in any one or more of the forms or modes specified in sub-section (5) of section 11;
- (iii) this notification will not apply in relation to any income being profits and gains of business, unless the business is incidental to the attainment of the objectives of the assessee and separate books of accounts are maintained in respect of such business.

[No. 8876/F. No. 197/49/91-IT.A.I.]

नई दिल्ली, 30 अप्रैल, 1991

आयकर

का.प्र. 2056.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खण्ड (23-ग) के उपखंड (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा "कैथोलिक मिशन आफ वेस्टर्न बंगाल, कलकत्ता" को कर-निर्धारण वर्ष 1990-91 से 1992-93 तक के लिए निम्नलिखित शर्तों के अधीन रखते हुए उक्त उपखंड के प्रयोजनार्थ अधिसूचित करती है, अर्थात् :-

- (i) कर-निर्धारिती इसकी आय का इस्तेमाल अथवा इसकी आय का इस्तेमाल करने के लिए इसका संयोजन पूर्णतया तथा अनन्य-तया उन उद्देश्यों के लिए करेगा, जिनके लिए इसकी स्थापना की गई है ;
- (ii) कर-निर्धारिती ऊपर-उल्लिखित कर-निर्धारण वर्षों से संग्रहीत पूर्ववर्ती वर्षों की किसी भी अवधि के दौरान धारा 11 की उप-धारा (5) में विनिर्दिष्ट किसी एक अथवा एक से अधिक बंग अथवा तरीकों से भिन्न तरीकों से इसकी निधि (जैव-जवाहिरात, फर्नीचर आदि के रूप में प्राप्त तथा रख-रखाव में स्वेच्छिक अंशदान से भिन्न) का निवेश नहीं करेगा अथवा उसे जमा नहीं करवा सकेगा ;
- (iii) यह अधिसूचना किसी ऐसी आय के सम्बन्ध में लागू नहीं होगी, जोकि कारोबार से प्राप्त लाभ तथा अभिलाभ के रूप में हो जब तक कि ऐसा कारोबार उक्त कर-निर्धारिती के उद्देश्यों की प्राप्ति के लिए प्रासंगिक नहीं हो तथा ऐसे कारोबार के संबंध में भ्रम से लेखा-पुस्तिकाएं नहीं रखी जाती हों।

[सं. 8877/फा.सं. 197/71/91-आयकर नि. -1]

New Delhi, the 30th April, 1991

INCOME-TAX

S.O. 2056.—In exercise of the powers conferred by sub-clause (iv) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Catholic Mission of Western Bengal, Calcutta" for the purpose of the said sub-clause for the assessment years 1990-91 to 1992-93 subject to the following conditions, namely :—

- (i) the assessee will apply its income, or accumulate it for application, wholly and exclusively to the objects for which it is established;

(ii) the assessee will not invest or deposit its funds (other than voluntary contributions received and maintained in the form of jewellery, furniture etc.) for any period during the previous years relevant to the assessment years mentioned above otherwise than in any one or more of the forms or modes specified in sub-section (5) of section 11;

(iii) this notification will not apply in relation to any income being profits and gains of business, unless the business is incidental to the attainment of the objectives of the assessee and separate books of accounts are maintained in respect of such business.

[No. 8877 (F. No. 197/71/91-IT.A.I)]

आयकर

का.प्र. 2057:—आयकर अधिनियम, 1961 (1961 का 43) का, धारा 10 के खण्ड (23-ग) के उपखंड (iv) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा "कैथेड्रल रिलीफ सर्विस, कलकत्ता" को कर-निर्धारण वर्ष 1990-91 से 1992-93 तक के लिए निम्नलिखित शर्तों के अध्वखान रहते हुए उक्त उपखंड के प्रयोजनार्थ अधिसूचित करता है, अर्थात् :-

- (i) कर-निर्धारिता इसकी आय का हस्तेमाल अथवा इसकी आय का हस्तेमाल करने के लिए इसका संबन्धन पूर्णतया तथा अनन्यतया उन उद्देश्यों के लिए करेगा, जिनके लिए इसकी स्थापना की गई है ;
- (ii) कर-निर्धारिता ऊपर उल्लिखित कर-निर्धारण वर्षों से संगत पूर्ववर्ती वर्षों की किसी भी अवधि के दौरान धारा 11 की उपधारा (5) में विनिर्दिष्ट किसी एक अथवा एक से अधिक वंग अथवा तरीकों से भिन्न तरीकों से इसकी निधि (जेवर-जवाहिरात, फर्नीचर आदि के रूप में प्राप्त तथा रख-रखाव में स्वैच्छिक अंशदान से भिन्न) का निवेश नहीं करेगा अथवा उसे जमा नहीं करवा सकेगा ;
- (iii) यह अधिसूचना किसी ऐसी आय के संबंध में लागू नहीं होगी, जोकि कारोबार से प्राप्त लाभ तथा अभिलाभ के रूप में हो जब तक कि ऐसा कारोबार उक्त कर-निर्धारिता के उद्देश्यों की प्राप्ति के लिए प्रासंगिक नहीं हो तथा ऐसे कारोबार के संबंध से अलग से लेखा-पुस्तिकाएं नहीं रखी जाती हो ।

[नं. 8878 (फा.सं. 197/51/91-आयकर नि. -1)]

INCOME-TAX

S.O. 2057.—In exercise of the powers conferred by sub-clause (iv) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Cathedral Relief Service, Calcutta" for the purpose of the said sub-clause for the assessment years 1990-91 to 1992-93 subject to the following conditions, namely :—

- (i) the assessee will apply its income, or accumulate it for application, wholly and exclusively to the objects for which it is established;
- (ii) the assessee will not invest or deposit its funds (other than voluntary contributions received and maintained in the form of jewellery, furniture etc.) for any period during the previous years relevant to the assessment years mentioned above otherwise than in any one or more of the forms or modes specified in sub-section (5) of section 11;
- (iii) this notification will not apply in relation to any income being profits and gains of business, unless the business is incidental to the attainment of the objectives of the assessee and separate books of accounts are maintained in respect of such business.

[No. 8878 (F. No. 197/51/91-IT.A.I)]

नई दिल्ली, 1 मई, 1991

आयकर

का.प्र. 2058:—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खण्ड (23-ग) के उपखंड (v) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा "श्री जगद्गुरु शंकराचार्य महानिम्स्थानम्, शृंगेरी, कर्नाटक," को कर-निर्धारण वर्ष 1990-91 से 1992-93 तक के लिए निम्नलिखित शर्तों के अध्वखान रहते हुए उक्त उपखंड के प्रयोजनार्थ अधिसूचित करती है, अर्थात् :-

- (i) कर-निर्धारिता इसकी आय का हस्तेमाल अथवा इसकी आय का हस्तेमाल करने के लिए इसका संबन्धन पूर्णतया तथा अनन्यतया उन उद्देश्यों के लिए करेगा, जिनके लिए इसकी स्थापना की गई है ;
- (ii) कर-निर्धारिता ऊपर उल्लिखित कर-निर्धारण वर्षों से संगत पूर्ववर्ती वर्षों की किसी भी अवधि के दौरान धारा 11 की उपधारा (5) में विनिर्दिष्ट किसी एक अथवा एक से अधिक वंग अथवा तरीकों से भिन्न तरीकों से इसकी निधि (जेवर-जवाहिरात, फर्नीचर आदि के रूप में प्राप्त तथा रख-रखाव में स्वैच्छिक अंशदान से भिन्न) का निवेश नहीं करेगा अथवा उसे जमा नहीं करवा सकेगा ;
- (iii) यह अधिसूचना किसी ऐसी आय के सम्बन्ध में लागू नहीं होगी, जोकि कारोबार से प्राप्त लाभ तथा अभिलाभ के रूप में हो तब तक कि ऐसा कारोबार उक्त कर-निर्धारिता के उद्देश्यों की प्राप्ति के लिए प्रासंगिक नहीं हो तथा ऐसे कारोबार के संबंध में अलग से लेखा-पुस्तिकाएं नहीं रखी जाती हो

[नं. 8882 (फा.नं. 197/59-91-आयकर नि. -1]

New Delhi, the 1st May, 1991

INCOME-TAX

S.O. 2058.—In exercise of the powers conferred by sub-clause (v) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Sri Sri Jagadguru Shankracharya Mahasamasthanan Sringeri, Karnataka" for the purpose of the said sub-clause for the assessment years 1990-91 to 1992-93 subject to the following conditions, namely:—

- (i) the assessee will apply its income, or accumulate it for application, wholly and exclusively to the objects for which it is established;
- (ii) the assessee will not invest or deposit its funds (other than voluntary contributions received and maintained in the form of jewellery, furniture etc.) for any period during the previous years relevant to assessment years mentioned above otherwise than in any one or more of the forms or modes specified in sub-section (5) of section 11;
- (iii) this notification will not apply in relation to any income being profits and gains of business, unless the business is incidental to the attainment of the objectives of the assessee and separate books of accounts are maintained in respect of such business.

[No. 8882 (F. No. 197/59/91-ITA.I)]

आयकर

का.प्र. 2059:—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खण्ड (23-ग) के उपखंड (iv) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा "सेन्सियन प्रॉविन्स ऑफ कलकत्ता, (मार्सेन इंडिया), कलकत्ता को कर-निर्धारण वर्ष 1989-90

से 1991-92 तक के लिए निम्नलिखित शर्तों के अध्वधीन रहते हुए उक्त उपखंड के प्रयोजनार्थ अधिसूचित करती है, अर्थात् :-

- (i) कर-निर्धारिती इसकी आय का इस्तेमाल अथवा इसकी आय का इस्तेमाल करने के लिए इसकी संचयन पूर्णतया तथा अनन्य-तया उन उद्देश्यों के लिए करेगा, जिनके लिए इसकी स्थापना की गई है
- (ii) कर-निर्धारिती ऊपर-उल्लिखित कर-निर्धारण वर्षों में संगत पूर्ववर्ती वर्षों की किसी भी अवधि के दौरान धारा 11 की उपधारा (5) में विनिर्दिष्ट किसी एक अथवा एक से अधिक ढंग अथवा तरीकों से भिन्न तरीकों से इसकी निधि (जेवर-जवाहिरात, फर्नीचर आदि के रूप में प्राप्त तथा रख-रखाव में स्वीच्छिक अंशदान से भिन्न) का निवेश नहीं करेगा अथवा उसे जमा नहीं करवा सकेगा ;
- (iii) यह अधिसूचना किसी ऐसी आय के संबंध में लागू नहीं होगी, जो कि कारोबार से प्राप्त लाभ तथा अभिलाभ के रूप में हो जब तक कि ऐसा कारोबार उक्त कर-निर्धारिती के उद्देश्यों की प्राप्ति के लिए प्रासंगिक नहीं हो तथा ऐसे कारोबार के संबंध में अलग से लेखा पुस्तिकाएँ नहीं रखी जाती हों ।

[सं. 8879 (फा.सं. 197/167/90-आयकर नि.-1)]

INCOME-TAX

S.O. 2059.—In exercise of the powers conferred by sub-clause (iv) of clause (23C) of section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Salesian Province of Calcutta, (Northern India), Calcutta" for the purpose of the said sub-clause for the assessment years 1989-90 to 1991-92 subject to the following conditions, namely:—

- (i) the assessee will apply its income, or accumulate it for application, wholly and exclusively to the objects for which it is established;
- (ii) the assessee will not invest or deposit its funds (other than voluntary contributions received and maintained in the form of jewellery, furniture etc.) for any period during the previous years relevant to assessment years mentioned above otherwise than in any one or more of the forms or modes specified in sub-section (5) of section 11;
- (iii) this notification will not apply in relation to any income being profits and gains of business, unless the business is incidental to the attainment of the objectives of the assessee and separate books of accounts are maintained in respect of such business.

[No. 8879 (F. No. 197/167/90-ITA.1)]

आयकर

का.भा. 2060:—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खण्ड (23-ग) के उपखण्ड (iv) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा "वि कॉमोशन ऑफ दि कॉन्सिस्केन स्टिस् ऑफ दि प्रेजेन्टेशन ऑफ दि ब्लेसड् वर्जिन मेरी, कोथ-म्बदूर" की कर-निर्धारण वर्ष 1990-91 से 1992-93 तक के लिए निम्नलिखित शर्तों के अध्वधीन रहते हुए उक्त उपखण्ड के प्रयोजनार्थ अधिसूचित करती है, अर्थात् :-

- (i) कर-निर्धारिती इसकी आय का इस्तेमाल अथवा इसकी आय का इस्तेमाल करने के लिए इसका संचयन पूर्णतया तथा अनन्यतया तथा उन उद्देश्यों के लिए करेगा, जिनके लिए इसकी स्थापना की गयी है ;

(ii) कर-निर्धारिती ऊपर उल्लिखित कर-निर्धारण वर्षों से संगत पूर्ववर्ती वर्षों की किसी भी अवधि के दौरान धारा 11 की उपधारा (5) में विनिर्दिष्ट किसी एक अथवा एक से अधिक ढंग अथवा तरीकों से भिन्न तरीकों से इसकी निधि (जेवर-जवाहिरात, फर्नीचर आदि के रूप में प्राप्त तथा रख-रखाव में स्वीच्छिक अंशदान से भिन्न) का निवेश नहीं करेगा अथवा उसे जमा नहीं करवा सकेगा ;

(ii) यह अधिसूचना किसी ऐसी आय के संबंध में लागू नहीं होगी, जो कि कारोबार से प्राप्त लाभ तथा अभिलाभ के रूप में हो जब तक कि ऐसा कारोबार, उक्त कर-निर्धारिती के उद्देश्यों की प्राप्ति के लिए प्रासंगिक नहीं हो तथा ऐसे कारोबार के संबंध में अलग से लेखा पुस्तिकाएँ नहीं रखी जाती हों ।

[सं. 8880 (फा.सं. 197/42/91-आयकर नि.-1)]

INCOME-TAX

S.O. 2060.—In exercise of the powers conferred by sub-clause (v) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "The Congregation of the Franciscan Sisters of the Presentation of the Blessed Virgin Mary, Coimbatore" for the purpose of the said sub-clause for the assessment years 1990-91 to 1992-93 subject to the following conditions, namely:—

- (i) the assessee will apply its income, or accumulate it for application, wholly and exclusively to the objects for which it is established;
- (ii) the assessee will not invest or deposit its funds (other than voluntary contributions received and maintained in the form of jewellery, furniture etc.) for any period during the previous years relevant to assessment years mentioned above otherwise than in any one or more of the forms or modes specified in sub-section (5) of section 11;
- (iii) this notification will not apply in relation to any income being profits and gains of business, unless the business is incidental to the attainment of the objectives of the assessee and separate books of accounts are maintained in respect of such business.

[No. 8880 F. No. 197/42/91-ITA-1)]

आयकर

का.भा. 2061—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खण्ड (23-ग) के उपखण्ड (iv) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा "जहांगीर घाट रीलरी", बम्बई की कर-निर्धारण वर्ष 1990-91 से 1992-93 तक के लिए निम्नलिखित शर्तों के अध्वधीन रहते हुए उक्त उपखण्ड के प्रयोजनार्थ अधिसूचित करती है, अर्थात् :-

- (i) कर-निर्धारिती इसकी आय का इस्तेमाल अथवा इसकी आय का इस्तेमाल करने के लिये इसका संचयन पूर्णतया तथा अनन्यतया उन उद्देश्यों के लिये करेगा, जिनके लिये इसकी स्थापना की गई है ;
- (ii) कर-निर्धारिती ऊपर-उल्लिखित कर-निर्धारण वर्षों में संगत पूर्ववर्ती वर्षों की किसी भी अवधि के दौरान धारा 11 की उपधारा (V) विनिर्दिष्ट किसी एक अथवा एक से अधिक ढंग अथवा तरीकों से भिन्न तरीकों से इसकी निधि (जेवर-जवाहिरात, फर्नीचर आदि के रूप में प्राप्त तथा रख-रखाव में स्वीच्छिक अंशदान से भिन्न) का निवेश नहीं करेगा, अथवा उसे जमा नहीं करवा सकेगा ;

- (3) यह अधिसूचना किसी ऐसी आय के संबंध में लागू नहीं होगी, जो कि कारोबार से प्राप्त लाभ तथा अभिलाभ के रूप में हो जब तक कि ऐसा कारोबार उक्त कर-निर्धारित के उद्देश्यों की प्राप्ति के लिये प्रासंगिक नहीं हो तथा ऐसे कारोबार के सम्बन्ध में अलग से लेखा-पुस्तिकाएँ नहीं रखी रखी जाती हैं।

[सं. 8881(का.स. 197/146/90-आय कर नि.-1)]

INCOME-TAX

S.O. 2061.—In exercise of the powers conferred by sub-clause (iv) of clause (23C) of section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Jehangir Art Gallery, Bombay" for the purpose of the said sub-clause for the assessment years 1990-91 to 1992-93 subject to the following conditions, namely:—

- (i) the assessee will apply its income, or accumulate it for application, wholly and exclusively to the objects for which it is established;
- (ii) the assessee will not invest or deposit its funds (other than voluntary contributions received and maintained in the form of jewellery, furniture etc.) for any period during the previous years relevant to assessment years mentioned above otherwise than in any one or more of the forms or modes specified in sub-section (5) of section 11;
- (iii) this notification will not apply in relation to any income being profits and gains of business, unless the business is incidental to the attainment of the objectives of the assessee and separate books of accounts are maintained in respect of such business.

[No. 8881 (F. No. 197/146/90-ITA.I)]

नई दिल्ली, 14 मई- 1991

आयकर

का.सं. 2062—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खण्ड (23-ग) के उपखण्ड (IV) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा "श्री कृष्ण जन्म स्थान सेवा-संस्थान, मयूर" को कर-निर्धारण वर्ष 1990-91 से 1992-93 तक के लिये निम्नलिखित शर्तों के अधीन रहते हुए उक्त उपखण्ड के प्रयोजनार्थ अधिसूचित करती है, अर्थात्:—

- (i) कर-निर्धारित इसकी आय का इस्तेमाल अथवा इसकी आय का इस्तेमाल करने के लिये इसका संचयन पूर्णतया तथा अनन्यतया उन उद्देश्यों के लिये करेगा, जिनके लिये इस की स्थापना की गई है;
- (ii) कर-निर्धारित ऊपर उल्लिखित कर-निर्धारण वर्षों में संगत पूर्ववर्ती वर्षों की किसी भी अवधि के दौरान धारा 11 की उपधारा (5) में विनिर्दिष्ट किसी एक अथवा एक से अधिक ढंग अथवा तरीकों से भिन्न तरीकों से इसकी निधि (जब-जवाहिरात, फर्नीचर आदि के रूप में प्राप्त तथा रख-रखाव में स्वेच्छिक अंशदान से भिन्न) का निवेश नहीं करेगा अथवा उसे जमा नहीं करवा सकेगा;
- (iii) यह अधिसूचना किसी ऐसी आय के संबंध में लागू नहीं होगी, जो कि कारोबार से प्राप्त लाभ तथा अभिलाभ के रूप में हो जब तक कि ऐसा कारोबार उक्त कर-निर्धारित रूप में हो जब तक कि ऐसा कारोबार उक्त कर-निर्धारित

के उद्देश्यों की प्राप्ति के लिये प्रासंगिक नहीं हो तथा ऐसे कारोबार के संबंध में अलग से लेखा-पुस्तिकाएँ नहीं रखी जाती हों।

[सं. 8883(का.स. 197/24/91-आयकर नि.-1)]

New Delhi, the 14th May, 1991

INCOME-TAX

S.O. 2062.—In exercise of the powers conferred by sub-clause (v) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Srikrishna Janmasthan Seva Sansthan, Mathura" for the purpose of the said sub-clause for the assessment years 1990-91 to 1992-93 subject to the following conditions, namely:—

- (i) the assessee will apply its income, or accumulate it for application, wholly and exclusively to the objects for which it is established;
- (ii) the assessee will not invest or deposit its funds (other than voluntary contributions received and maintained in the form of jewellery, furniture etc.) for any period during the previous years relevant to the assessment years mentioned above otherwise than in any one or more of the forms or modes specified in sub-section (5) of section 11;
- (iii) this notification will not apply in relation to any income being profits and gains of business, unless the business is incidental to the attainment of the objectives of the assessee and separate books of accounts are maintained in respect of such business.

[No. 8883 (F. No. 197/24/9-ITA.I)]

आयकर

का.सं. 2063—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खण्ड (23-ग) के उपखण्ड (V) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा "श्री बाम्दे सन्देशियन सोसाइटी, बम्बई" को कर-निर्धारण वर्ष 1990-91 से 1992-93 तक के लिये निम्नलिखित शर्तों के अधीन रहते हुए उक्त उपखण्ड के प्रयोजनार्थ अधिसूचित करती है, अर्थात्:—

- (i) कर-निर्धारित इसकी आय का इस्तेमाल अथवा इसकी आय का इस्तेमाल करने के लिये इसका संचयन पूर्णतया तथा अनन्यतया उन उद्देश्यों के लिये करेगा, जिनके लिये इसकी स्थापना की गई है;
- (ii) कर-निर्धारित ऊपर उल्लिखित कर-निर्धारण वर्षों से संगत पूर्ववर्ती वर्षों की किसी भी अवधि के दौरान धारा 11 की उपधारा (5) में विनिर्दिष्ट किसी एक अथवा एक से अधिक ढंग अथवा तरीकों से भिन्न तरीकों से इसकी निधि (जब-जवाहिरात, फर्नीचर आदि के रूप में प्राप्त तथा रख-रखाव में स्वेच्छिक अंशदान से भिन्न) का निवेश नहीं करेगा अथवा उसे जमा नहीं करवा सकेगा;
- (iii) यह अधिसूचना किसी ऐसी आय के संबंध में लागू नहीं होगी जो कि कारोबार से प्राप्त लाभ तथा अभिलाभ के रूप में हो जब तक कि ऐसा कारोबार उक्त कर-निर्धारित के उद्देश्यों की प्राप्ति के लिये प्रासंगिक नहीं हो तथा ऐसे कारोबार के संबंध में अलग से लेखा-पुस्तिकाएँ नहीं रखी जाती हों।

[सं. 8884(का.सं. 197/67/91-आयकर नि.-1)]

दलीप सिंह, विशेष कार्य अधिकारी

INCOME-TAX

S.O. 2063.—In exercise of the powers conferred by sub-clause (v) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "The Bombay Salesian Society, Bombay" for the purpose of the said sub-clause for the assessment years 1990-91 to 1992-93 subject to the following conditions, namely:—

- (i) the assessee will apply its income, or accumulate it for application, wholly and exclusively to the objects for which it is established;
- (ii) the assessee will not invest or deposit its funds (other than voluntary contributions received and maintained in the form of jewellery, furniture etc.) for any period during the previous years relevant to assessment years mentioned above otherwise than in any one or more of the forms or modes specified in sub-section (5) of section 11;
- (iii) this notification will not apply in relation to any income being profits and gains of business, unless the business is incidental to the attainment of the objectives of the assessee and separate books of accounts are maintained in respect of such business.

[No. 8884 (E. No. 197/67/91-IT.A.I)]

DALIP SINGH, Officer on Special Duty

आणिष्य मंत्रालय

(मुख्य नियंत्रक आयात-आयात-निर्यात का कार्यालय)

आदेश

नई दिल्ली, 16 जुलाई, 1991

का.प्रा. 2064.—मैसर्स इंडस्ट्रियल केबल्स लि., राजपुरा (पंजाब) को सप्लायर्स क्रेडिट के अन्तर्गत उपकरण सहित रबर (इलास्टोमर) के लिये वन सिस्टम बयोर सी बी लाईन के आयात के लिये 2,22,17,800 रुपये (दो करोड़, आठ लाख सत्तर हजार आठ सौ रुपये मात्र) (डी एम 1,992,377) का आयात लाइसेंस सं. पी/सी जी/2127174/एम/उपयू पी/18/एच/90/सी जी-1/एल एम दिनांक 19-12-1990 दिया गया था।

कर्म ने उपर्युक्त आयात लाइसेंस की सीमाशुल्क प्रयोजन प्रति धार विनियम नियंत्रण प्रति की अनुलिपि प्रति जारी करने के लिये इस आधार पर आवेदन किया है कि मूल आयात लाइसेंस गुम हो गया है या खो गया है। आगे यह भी कहा गया है कि आयात लाइसेंस किसी भी सीमाशुल्क प्राधिकारी के पास पूंजीकृत नहीं कराया गया था और इसलिए आयात लाइसेंस के गून्व का बिस्फुल सी इस्तेमाल नहीं हुआ है।

2. अपने तर्कों के समर्थन में लाइसेंसधारी ने नोटरी, पब्लिक, दिल्ली के समक्ष विधिवत शपथ लेकर रसीदी कागज पर एक हलफनामा दायित्व किया है। तदनुसार मैसन्टुष्ट हैं कि आयात लाइसेंस सं. पी/सी जी/2127174 दिनांक 19-12-90 की दोनों प्रतिमां कर्म से गुम हो गई है इसका खो गया है। अतः आयात (नियंत्रण) आवेदन, 1955 दिनांक 7-12-1955 की यथासंशोधित उपधारा 9(ग) के तहत प्रदत्त अधिकारों का इस्तेमाल करते हुए मैसर्स इंडस्ट्रियल केबल्स लि., राजपुरा (पंजाब) को जारी किया गया उक्त मूल आयात लाइसेंस सं. पी/सी जी/2127174 दिनांक 19-12-1990 एतद्वारा रद्द किया जाता है।

3. उक्त आयात लाइसेंस की सीमाशुल्क प्रयोजक प्रति और मुद्रा नियंत्रण प्रति की अनुलिपि पार्श्व को अलग से जारी की जा रही है।

[सं. सी जी-1/48/4/90-91/161]

एन. के. भारद्वाज, उपायुक्त निरंतर, आयात-निर्यात

MINISTRY OF COMMERCE

(Office of the Chief Controller of Imports and Exports)

ORDER

New Delhi, the 16th July, 1991

S.O. 2064.—M/s. Industrial Cables Ltd., Rajpura (Punjab) were granted an import licence No. P/CG/2127174/S/ WP/18/H/90[CG.I]L.S dated 19-12-1990 for Rs. 2,22,17,800 (Rupees Two Crores Twenty two lakhs seventeen thousands and eight hundred only) (DM 1,992,377) for import of One system Cure CV Line for Rubber (Elastomer) cable with accessories under Suppliers Credit.

2. The firm has applied for issue of duplicate copy of Customs Purposes Copy and Exchange Control Copy of above mentioned import licence on the ground that the original import licence has been lost or misplaced. It has further been stated that the import licence was not registered with any Customs authority and as such the value of the import licence has not been utilised at all.

3. In support of their contention, the licensee has filed an affidavit on stamped paper duly sworn in before a Notary Public, Delhi. I am accordingly satisfied that the original import licence No. P/CG/2127174 dated 19-12-1990 in duplicate has been lost or misplaced by the firm. In exercise of powers conferred under Sub-clause 9(cc) of the Import (Control) Order, 1955 dated 7-12-1955 as amended, the said original import licence No. P/CG/2127174 dated 19-12-1990 issued to M/s. Industrial Cables Ltd., Rajpura (Punjab) is hereby cancelled.

4. Duplicate Customs Purposes Copy and Exchange Control Copy of the said import licence are being issued to the party separately.

[No. CG-I/48/4/90-91/161]

S. K. BHARADWAJ, Dy. Chief Controller of Imports & Exports

रसायन एवं उर्वरक मंत्रालय

नई दिल्ली, 3 जुलाई, 1991

का.प्रा. 2065.—सरकारी स्वाम (अप्रतिष्ठित अधिभोगियों की देखभाल) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तथा भारत सरकार, कृषि मंत्रालय, उर्वरक विभाग के का.प्रा. सं. 1375 की अधिसूचना का अधिक्रमण करते हुए, केन्द्रीय सरकार एतद्वारा नीचे की सारणी के स्तम्भ (1) के उद्दिष्टित अधिकारी को, जो कि सरकार के राजपत्रित अधिकारी के दर्जे का समकक्ष अधिकारी है, कथित अधिनियम के प्रयोजन के लिये सम्पदा अधिकारी के रूप में नियुक्त करती है जो कि उपर्युक्त सारणी के स्तम्भ (2) में विनिर्दिष्ट सार्वजनिक परिसरों के संबंध में कथित नियम के तहत सम्पदा अधिकारी को प्रदत्त शक्तियों का प्रयोग करेगा और उनके सुपुंर किये गये कार्यों का निष्पादन करेगा।

सारणी

अधिकारी का पदनाम -	सार्वजनिक परिसरों की कोटि
(1)	(2)
कृषि अधिकारी, फर्टिलाइजर कार्पोरेशन आफ इंडिया लि., कोरबा जिला (मध्य प्रदेश)	फर्टिलाइजर कार्पोरेशन आफ इंडिया लि. के कोरबा प्रभाग और उसके टाउनशिप के स्वामित्व वाले या उनकी ओर से प्लेटे पर लिया गया परिसर।

[का.सं. 78/15/89-एफ.डी.सी.]

अकीर्ण ग्रहम्ब, धनर सचिव

MINISTRY OF CHEMICALS & FERTILIZERS

New Delhi, the 3rd July, 1991

S.O. 2065.—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971) and in supersession of the notification of the Government of India in the Ministry of Agriculture, Department of Fertilizers No. S.O. 1375, the Central Government hereby appoints the officer mentioned in column (1) of the Table below, being an officer equivalent to the rank of Gazetted Officer of Government, to be estate officer for the purposes of the said Act who shall exercise the powers conferred, and perform the duties imposed, on estate officers by or under the said Act, in respect of public premises specified in column (2) of the said Table.

TABLE

Designation of the Officer	Categories of Public Premises
1	2
Personnel Officer, Fertilizer Corporation of India Limited, Korba Division, (Madhya Pradesh)	Premises belonging to, or taken on lease, by or on behalf of the Korba Division, Fertilizer Corporation of India Limited and its township.

[P. No. 75/15/89-FDC]

AQEEL AHMAD, Under Secy.

पेट्रोलियम और प्राकृतिक गैस संज्ञासूची

नई दिल्ली, 18 जुलाई, 1991

का.आ. 2068.—यह पेट्रोलियम और खनिज पदार्थ लाहन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम एवं प्राकृतिक गैस अधिसूचना का.आ. सं. 516 अ. दिनांक 30-6-89 द्वारा केन्द्रीय सरकार ने उस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइप लाइनों को बिछाने के लिए अर्जित करने का अर्जन आणव्य घोषित कर दिया था।

और यह: सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे यह: केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिर्णय किया है।

अब यह: उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइप लाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्वेश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बावजूद भारतीय गैस प्राधिकरण लि. में सभी बाधाओं से मुक्त रूप में योजना के प्रकाश में इस तारीख को निहित होगा।

अनुसूचित वाद अनुसूची

एन.पी.जे.सी. गैस पाइप लाइन प्रोजेक्ट

जनपद	तहसील	परगना	ग्राम	शेडा सं.	क्षेत्रफल	विवरण
1	2	3	4	5	6	7
बुलन्दशहर	बुलन्दशहर	अमोटा	घराल		692 0 31-0	
					695 0-6-0	
					753 0-9-0	
					724 0-6-0	
					727 0-8-0	
					728 0-2-0	
					1097 0-2-0	
					1100 0-4-5	
					1096 0-1-10	
					1078 1-15-5	
					1084 0-3-0	

5 6

942 0-2-0
 937 1-6-15
 962 0-8-10
 964 0-3-0
 1012 0-6-10
 1007 0-3-0
 986 0-2-10
 985 0-9-0

19 7-0-5

[च. अ. 14016/100/88-अ.प्र.]

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 18th July, 1991

S.O. 2066.—Whereas by notification of the Government of India in the Ministry of Petroleum S.O. 516(E) dated 30-6-89 under sub-section (I) of section of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land Act, 1962) (30 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for purpose of laying pipeline;

And whereas the Competent Authority has under Sub-section (I) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (I), of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of the section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration the Gas Authority of India Limited free from encumbrances.

Supplimentary Case (Schedule)

H.B.J. Gas Pipeline Project

District	Tehsil	Pargana	Village	Plot No.	Area in acres	Remarks
1	2	3	4	5	6	7
Buland Shahr	Buland Shahr	Agauta	Baral	692	0-3-10	
				695	0-6-0	
				752	0-9-0	
				724	0-6-0	
				727	0-6-0	
				728	0-2-0	
				1097	0-2-0	
				1100	0-4-5	
				1096	0-1-10	
				1078	1-15-5	
				1084	0-3-0	
				942	0-2-10	
				937	1-6-15	
				962	0-8-10	
				964	0-3-0	
				1012	0-6-10	
				1007	0-3-0	
				986	0-2-10	
				985	0-9-0	

[No. O-14016/100/88—G P.]

का.प्र. 2067:- य.,: पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम एवं प्राकृतिक गैस अधिसूचना का.प्र.सं. तारीख 1580/87/81 द्वारा केन्द्रीय सरकार ने उस अधिसूचना के संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार एनोड बेड एण्ड केबल रूट को विछाने के लिए अर्जित करने का अर्थना आशय घोषित कर दिया था।

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एनोड बेड एण्ड केबल रूट द्वारा घोषित करता है कि इस अधिसूचना में संलग्न अनुसूची विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार एनोड बेड एण्ड केबल रूट के प्रयोजन के लिए एनोड बेड एण्ड केबल रूट द्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाय भारतीय गैस प्राधिकरण लि., में सभी वेधिकाओं से मुक्त रूप में घोषणा के प्रकाशन का हम ताराख को निश्चित होया।

अनुसूची वाद अनुसूची

एन.बी.जे. गैस पाइप लाइन प्रोजेक्ट

जनपद	तहसील	परगना	ग्राम	गाटा सं.	क्षेत्रफल	विवरण
1	2	3	4	5	6	7
इटावा	विधुना	विधुना	मुंडयाह	564	0-07	
				565	0-04	
				566	0-06	
योग				3	0-17	एकड़

[सं. ओ.-14016/397/84-जी पी]

S.O. 2067.—Whereas by notification of the Government of India in the Ministry of Petroleum S.O. 1580 dated 8-7-89 under sub-section (i) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for purpose of laying Anode Bed Cable Route,

And whereas the Competent Authority has under sub-section (I) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report, decided to acquire the right of

user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (I) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the Anode Bed and Cable Route.

And further in exercise of power conferred by sub-section (4) of the section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration the Gas Authority of India Limited free from encumbrances.

Supplementary Case (Schedule)

H.B.J. Gas Pipeline Project

District	Tehsil	Pargana	Village	Plot No.	Area in acres	Remarks
1	2	3	4	5	6	7
Etawah	Vidhuna	Vidhuna	Murjai	564	0-07	
				565	0-04	
				566	0-06	
				3	0-17	

[No. O-14016/397/84—G.P.]

का.प्र. 2068:— यतः पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम एवं प्राकृतिक गैस अधिसूचना कां०प्र.सं. 1582 तारीख/87/89 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार का एनोड एण्ड केबल रूट को विछाने के लिए अर्जित करने का अपना आग्रह घोषित कर दिया था।

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार एनोड ब्रेड एण्ड केबल रूट विछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाय भारतीय गैस प्राधिकरण लि. में सभी बाधाओं से मुक्त रूप में घोषणा के प्रकाशन की इस तारीख को निहित होगा।

अनुसूचक वाद अनुसूची

एच.बी.जे. गैस पाइप लाइन प्रोजेक्ट

जनपद	सहमील	परगना	नाम	गाटा सं.	क्षेत्रफल	विवरण
1	2	3	4	5	6	7
शाहजहापुर	शाहजहापुर	जमाूर	पिपरावा कश्मबपुर	26	0-374	0-2-19
				19	0-0600	0-4-15
				8	0-0200	0-1-11
				3	0-1174	0-9-05

[सं. ओ. 14016/389/84-जी.पी.]

S.O. 2068.—Whereas by notification of the Government of India in the Ministry of Petroleum S.O. 1502 dated 8-7-89 under sub-section (i) of section 3 of the Petroleum and Natural Gas and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for purpose of laying pipeline Anode Bed and Cable Route.

And whereas the Competent Authority has under Sub-section (I) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report, decided to acquire the right of

user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (I) of Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline Anode Bed and Cable Route.

And further in exercise of power conferred by sub-section (4) of the section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration the Gas Authority of India Limited free from encumbrances.

Supplementary Case (Schedule)

H.B.J. Gas Pipeline Project Anode & cable Route

1	2	3	4	5	6	7
Shahjahnapur	Shahjahanpur	Jamaur	Pipraula Ahmadpur	26	0-0374	0.2-19
				19	0-0600	0.4-15
				8	0.0200	0-1-11
				3	0.1174	0-9-05

[No. O-14016/389/84—G.P.]

का.प्रा. 2069 :- यतः पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम एवं प्राकृतिक गैस अधिसूचना का.प्रा.सं. तारीख 16-1-88 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग के अधिकार को पाइप लाइनों को बिछाने के लिए अर्जित करने का अपना आशय घोषित कर दिया था।

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब अतः उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार पाइप लाइन बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निवेश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाय भारतीय गैस प्राधिकरण लि. में सभी बाधाओं से मुक्त रूप में घोषणा के प्रकाशन की इस तारीख को निहित होगा।

अनुसूचक बाद अनुसूची

एच.बी.जे. गैस पाइप लाइन प्रोजेक्ट

1	2	3	4	5	6	7
बरेली	आविला	आविला	मोहम्मदपुर पथरा	562	0-1-10	
				606	0-1-0	
				595	0-9-0	
				603	0-0-15	
				596	0-1-10	

[सं. ओ.-14016/444/85-जी.पो.]

S.O. 2069.—Whereas by notification of the Government of India in the Ministry of Petroleum S.O. No. dated 16-1-84 under sub-section (1) of section of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for purpose of laying pipeline;

And whereas the Competent Authority has under Sub-section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report, decided to acquire the right of

user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying the pipeline;

And further in exercise of power conferred by sub-section (4) of the section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration the Gas Authority of India Limited free from encumbrances.

Supplementary case (Schedule)

H.B.J. Gas Pipe Line Project

District	Tahsil	Pargana	Village	Plot No.	Area in acers	Remark
1	2	3	4	5	6	7
Bareilly	Avonla	Avonla	Muhammad pur Pathra	562	0-1-10	
				606	0-1-0	
				595	0-9-0	
				603	0-0-15	
				596	0-1-10	

[No. O-14016/444/85-G.P.]

का.प्रा. 2070.—यतः पेट्रोलियम और खनिज पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम एवं प्राकृतिक गैस अधिसूचना का.प्रा.सं. 514(ई) तारीख 30-6-89 द्वारा केन्द्रीय सरकार ने उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग का अधिकार को एनोड बेड एण्ड केबल रूट को बिछाने के लिए अर्जित करने का अपना आशय घोषित कर दिया था।

और यतः सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन सरकार को रिपोर्ट दे दी है।

और आगे यतः केन्द्रीय सरकार ने उक्त रिपोर्ट पर विचार करने के पश्चात् इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमियों में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अब आगे उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा घोषित करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार एनोड बेड एंड केबल रूट को बिछाने के प्रयोजन के लिए एतद्वारा अर्जित किया जाता है।

और आगे उस धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार निर्देश देती है कि उक्त भूमियों में उपयोग का अधिकार केन्द्रीय सरकार में निहित होने के बजाय भारतीय गैस प्राधिकरण लि. में सभी बाधाओं से मुक्त रूप में घोषणा के प्रकाशन की इस तारीख को निहित होगा।

अनुसूचक बाद अनुसूची

जनपद	तहसील	परगना	ग्राम	गांवा सं.	क्षेत्रफल	विवरण
शाहजहाँपुर	तिलहर	खेड़ाबजेड़ा	अग्रोली	10	0-1710	0-13-10
				11	0-0150	0-1-4
				12	0-0550	0-4-7
				3	0-2410	0-19-1

[सं. ओ.-14016/430/85-अ.पी.]

S.O. 2070.—Whereas by notification of the Government of India in the Ministry of Petroleum S.O. No. 510(E) dated 30-6-89 under sub-section (1) of section of the Petroleum and Natural Gas and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the schedule appended to that notification for purpose of laying pipeline;

And whereas the Competent Authority has under Sub-section (1) of Section 6 of the said Act, submitted report to the Government;

And further whereas the Central Government has, after considering the said report, decided to acquire the right of

user in the lands specified in the schedule appended to this notification;

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the schedule appended to this notification hereby acquired for laying Anode Bed and Cable Route.

And further in exercise of power conferred by sub-section (4) of the section, the Central Government directs that the right of user in the said lands shall instead of vesting in Central Government vests on this date of the publication of this declaration the Gas Authority of India Limited free from encumbrances.

Supplimentry Case (Schedule)

H.B.J. Gas Pipeline Project Anode & cable Route

District	Tehsil	Pargana	Village	Plot No.	Area in acres	Remarks
1	2	3	4	5	6	7
Shahjahanpur	Tilhar	Khera Bajhera	Agroli	10	0-1710	0-13-10
				11	0-0150	0-1-4
				12	0-0550	0-4-7
				3	0-2410	0-19-1

[No. O-14016/430/85-G.P.]

का.प्रा. 2071.—जबकि केन्द्र सरकार यह अनुभव करती है कि मार्केजिनिक हित में यह आवश्यक है कि बबुराला से दिल्ली तक पेट्रोलियम पाइप लाइने के लिए एच.बी.जे. पाइप लाइन परियोजना का विस्तार किया जाए। पाइप लाइन गैस अथॉरिटी आफ इंडिया लिमिटेड द्वारा विचारित जानी चाहिए।

और यह भी अनुभव करती है कि ऐसी पाइप लाइन बिछाने के लिए इसके साथ संलग्न विवरणों उक्त निर्धारित भूमि पर प्रयोजन का अधिकार ग्रहण करना आवश्यक है।

अतः पेट्रोलियम एवं खनिज पाइप लाइन (भूमि पर प्रयोजन का अधिकार ग्रहण) अधिनियम, 1962 (1962 का 50) के खंड 3 के उपखंड (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार एतद्वारा उस पर प्रयोजन का अधिकार ग्रहण करने की मंशा की घोषणा करती है।

बशर्ते कि उक्त भूमि में अपनी हवि रखने वाला कोई भी व्यक्ति अधिसूचना की तारीख से 21 दिन के भीतर भूमिगत पाइप लाइन बिछाने के विरोध में अपनी आपत्ति सक्षम प्राधिकारी गैस अथॉरिटी आफ इंडिया लिमिटेड एच.बी.जे. पाइप लाइन परियोजना, विकास बोप बिल्डिंग, 22 स्टेशन रोड, लखनऊ-226019 उ.प्र. में दर्ज करा सकती है।

और ऐसी आपत्ति दर्ज कराने समय किसी भी व्यक्ति को यह विशेष रूप से निर्दिष्ट करना होगा कि वह व्यक्तिगत रूप से अथवा विधि व्यवसायिक के माध्यम से अपना मत प्रस्तुत करना चाहता है।

अनुसूचक बाद अनुसूची

एच.बी.जे. गैस पाइप लाइन प्रोजेक्ट

जिल्ला	तहसील	परगना	ग्राम	प्लॉट नं.	क्षेत्रफल	विवरण
1	2	3	4	5	6	7
गजियाबाद	दादरी	दादरी	नूरपुर	173	0-13-0	
				192	0-3-0	
				269	0-7-0	
				3	01-3-0	

[सं. ओ.-14016/79/88-जी.पी.]

S.O. 2071.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of Petroleum from HBJ to Babrala to Delhi an extension of HBJ Pipeline project a Pipeline should be laid by the Gas Authority of India Ltd.

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (i) of the Section 3 of the Petroleum & Minerals

Pipelines (Acquisition of Right of User in the land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification object to the laying of the pipeline under the land to the Competent Authority, Gas Authority of India Ltd., HBJ Project, Vikas-deep Building, 22-Station Road, Lucknow-226019, U.P.

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal practitioner.

Supplimentary Case (Schedule)

H.B.J. Gas Pipeline Project

District	Tehsil	Pargana	Village	Plot No.	Area in Bigha	Remarks
1	2	3	4	5	6	7
Ghaziabad	Dadri	Dadri	Noorpur	173	0-13-0	
				192	0-3-0	
				269	0-7-0	
				3	01-3-0	

[No. O-14016/79/88-G.P.]

का.प्रा. 2072 :—जबकि केन्द्र सरकार यह अनुभव करती है कि सार्वजनिक हित में यह आवश्यक है कि पेट्रोलियम पदार्थ एवं प्राकृतिक गैस लाने के लिये एच.बी.जे. पाइप लाइन परियोजना के अन्तर्गत एक पाइप लाइन गैस अथॉरिटी आफ इंडिया लिमिटेड द्वारा बिछाई जानी है।

और यह भी अनुभव करती है कि उस कार्य के लिये इसके साथ संलग्न खिन्नरणी में निर्धारित भूमि पर प्रयोग का अधिकार ग्रहण करने आवश्यक है।

अतः पेट्रोलियम एवं खनिज पाइप लाइन (भूमि पर प्रयोक्ता का अधिकार ग्रहण अधिनियम, 1962 (1962 का 50) के खण्ड 3 के उपखण्ड (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार एतद्वारा उस पर प्रयोक्ता का अधिकार ग्रहण करने की मंजा की घोषणा करती है।

बशर्ते कि उक्त भूमि में अपनी हवि रखने वाले कोई भी व्यक्ति अधिसूचना की तारीख से 21 दिन के भीतर भूमिगत पाइप लाइन बिछाने के विरोध में अपनी आपत्ति सक्षम प्राधिकारी गैस अथॉरिटी आफ इंडिया लिमि. एच.बी.जे. पाइप लाइन परियोजना, विकासबोप बिल्डिंग, 22 स्टेशन रोड, लखनऊ-226019, उ.प्र. में दर्ज करा सकता है।

और ऐसी आपत्ति दर्ज कराने समय किसी भी व्यक्ति को यह विशेष रूप से निर्दिष्ट करना होगा कि वह व्यक्तिगत रूप से अथवा विधि व्यवसायिक के माध्यम से अपना मत प्रस्तुत करना चाहता है।

अनुपूरक बाढ़ अनुसूची

एच.बी.जे. गैस पाईप लाइन प्रोजेक्ट

जनपद	तहसील	परगना	ग्राम	गाटा सं.	क्षेत्रफल	विवरण
(बी वि कि.)						
1	2	3	4	5	6	7
कानपुर देहात	अकबरपुर	अकबरपुर	भिक्षनापुर	507	0-8-0	
				458	0-3-0	
				459	0-3-0	
				योग	3	0-14-0

[सं. ओ-14016/346/84-जी.पी.]

S.O. 2072.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of Petroleum and Natural Gas of HBJ Pipeline project a pipeline should be laid by the Gas Authority of India Ltd.

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (i) of the Section 3 of the Petroleum & Minerals

Pipelines (Acquisition of Right of User in the land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Provided that any person interested in the said land may, within 21 days from the date of this notification object to the laying of the pipeline under the land to the Competent Authority, Gas Authority of India Ltd., HBJ Project, Vikas-deep Building, 22-Station Road, Lucknow-226019, U.P.

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal practitioner.

Supplementary Case (Schedule)

H.B.J. Gas Pipe Line Project

District	Tahsil	Pargana	Village	Plot No.	Area in acres	Remark
1	2	3	4	5	6	7
Kanpur Dehat	Akbarpur	Akbarpur	Bhikhna pur	507	0-8-0	
				458	0-3-0	
				459	0-3-0	
				Total 3	0-14-0	

[No. O-14016/346/84-G.P.]

शुद्धिपत्र

CORRIGENDA

का. प्रा. 2073.—भारत का राजपत्र दिनांक 25-4-87 के भाग-2, खण्ड-3 उपखण्ड (ii) में पृष्ठ संख्या 13 पर प्रकाशित भारत सरकार के ऊर्जा मंत्रालय (पेट्रोलियम विभाग) की खनिज पाइप लाइन के (भूमि के उपयोग के अधिकार का अर्जन) अधिनियम संख्या 1962 (1962 का 50) की धारा 3(i) के अधीन जारी की गई सूचना का. प्रा. 432 दिनांक 25-4-87 ग्राम रफियाबाद, परगना-वल्लिया, तहसील आदिला, जनपद-अरेली दिनांक 25-4-87 की प्रकाशित सूची के स्तम्भ-5 में गाटा संख्या 250 के स्थान पर 249 पढ़ा जाये।

S.O. 2073.—In the Gazette of India Ministry of Energy (Department of Petroleum) No. S.O. 432 dated 25th April, 1987 published on 25th April, 1987 at page 13 in Volume 2 Part 3(ii) under sub-section (i) of section 3 of the Petroleum and Mineral pipeline (Acquisition of right of users in Land Act 1962 (50 of 1962) of village Rafiyabad, Pargana Walliyan, Tahsil Aonla, District Bareilly in column 5 be read as plot no. 249 instead of plot no. 250.

[संख्या ओ-14016/63/90-जी. पी.]

[No. O-14016/63/90-G.P.]

का. आ. 2074.—भारत के राजपत्र दिनांक 23-6-87 के भाग-2, खण्ड-3 के उपखण्ड (ii) के पृष्ठ संख्या 44 पर प्रकाशित भारत सरकार के ऊर्जा मंत्रालय (पेट्रोलियम विभाग) की खनिज पाइप लाइन में (भूमि के उपयोग के अधिकार का अर्जन) अधिनियम संख्या 1962 (1962 का 50) की धारा 6(1) के अधीन जारी अधिसूचना संख्या का. आ. 618 दिनांक 23-6-87 ग्राम—रफियाबाद परगना—मल्लियां, तहसील—अवला, जनपद—बरेली की प्रकाशित सूची के स्तम्भ 5 में ग्राटा संख्या 250 के स्थान पर 249 पढ़ा जाये।

[संख्या ओ-14016/63/99-जी.पी.]

S.O. 2074.—In the Gazette of India Ministry of Energy (Department of Petroleum) No. S.O. 618 dated 23rd June, 1987 published on 23rd June, 1987 at page 44 in Volume 2 Part 3(ii) under Sub-Section (i) of Section 6 of the Petroleum and Mineral Pipeline (Acquisition of right of users in land) Act, 1962 (50 of 1962) of Village Rafiyabad, Pargana Walliyan, Tahsil Aonla, District Bareilly in Column 5 be read as plot No. 249 instead of plot No. 250.

[No. O-14016/63/90-G.P.]

का. आ. 2075.—भारत के राजपत्र दिनांक 10-1-89 के भाग-2, खण्ड-3 के उपखण्ड (ii) के पृष्ठ संख्या 39 पर प्रकाशित भारत सरकार के पेट्रोलियम एवं प्राकृतिक गैस मंत्रालय की खनिज पाइप लाइन के (भूमि के उपयोग के अधिकार का अर्जन) अधिनियम संख्या 1962 (1962 का 50) की धारा 6(1) के अधीन जारी की गई अधिसूचना संख्या का. आ. 64 अ दिनांक 10-1-89 ग्राम बराल, परगना अगाता, तहसील ब जनपद बुलन्दाशहर की प्रकाशित सूची के स्तम्भ-5 में ग्राटा संख्या 1100 के स्थान पर 1101 पढ़ा जाये।

[संख्या ओ-14016/63/90-जी. पी.]

राजीव मेहरिषि, उप सचिव

S.O. 2075.—In the Gazette of India Ministry of Petroleum and Natural Gas S.O. 64-A, dated 10th January, 1989 published on 10th January, 1989 at page 41 in Volume 2 Part 3 under sub-section (ii) of section 6 of the Petroleum and Mineral Pipeline (Acquisition of right of users in Land) Act 1962 (50 of 1962) of village Baral Pargana Agauta, Tahsil and District Bulandshahr in column 5 be read as Plot No. 1101 instead of Plot No. 1100.

[No. O-14016/63/90-GP]

RAJIV MEHRISHI, Dy. Secy.

नागर विमानन और पर्यटन मंत्रालय

नई दिल्ली, 18 जुलाई, 1991

का. आ. 2076.—वायुयान नियम 1937 के नियम 38 की धारा(क) और अनुसूची-2 के खण्ड "ख" के साथ पठित नियम 3 के उपनियम (2) के अनुसरण में, केन्द्रीय सरकार एतद्वारा तत्कालीन पर्यटन और नागर विमानन मंत्रालय की का. आ. संख्या 3209 दिनांक 17 अगस्त, 1982 के अंतर्गत जारी अधिसूचना में निम्नलिखित संशोधन करती है, अर्थात् :-

उक्त अधिसूचना में क्रम सं. 3 और उससे संबंधित प्रविष्टि के स्थान पर, निम्नलिखित प्रविष्टि रखी जाएगी अर्थात् :-

"3. संयुक्त निदेशक (प्रशिक्षण) राज्य नागर विमानन महानिदेशालय लखनऊ, उत्तर प्रदेश।

[संख्या ए. बी. 11012/9/80—ए]

ओ. पी. अग्रवाल, अवर सचिव

MINISTRY OF CIVIL AVIATION AND TOURISM

New Delhi, the 18th July, 1991

S.O. 2076.—In pursuance of sub-rule (2) of rule 3 read with Clause (a) of rule 38 and Section 'B' of Schedule II to the Aircraft Rules, 1937, the Central Government hereby

makes the following amendment in the notification of the Government of India in the then Ministry of Tourism and Civil Aviation S.O. 3209 dated 17th August 1982, namely :—

In the said notification for serial number 3 and the entry relating thereto the following shall be substituted, namely :—

"3. The Joint Director (Training), Directorate of State Civil Aviation Lucknow, Uttar Pradesh".

[F. No. AV-11012/9/80-A]

O. P. AGGARWAL, Under Secy.

अम मंत्रालय

नई दिल्ली, 8 जुलाई, 1991

का. आ. 2077.—उत्प्रवास अधिनियम, 1983 (1983 का 31) की धारा 5 द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार अम ब्यूरो कार्यालय, मद्रास में नियुक्त सहायक निदेशक श्री एस. के. मिश्रा को 4 तथा 5 जुलाई, 1991 के लिए उत्प्रवासी संरक्षी, मद्रास के सभी कार्यों को करने के लिए प्राधिकृत करती है।

[संख्या ए. 22012/1/91—उत्प्र.]

धार. के. गुप्ता, अवर सचिव

MINISTRY OF LABOUR

New Delhi, the 8th July, 1991

S.O. 2077.—In exercise of the powers conferred by Section 5 of the Emigration Act, 1983 (31 of 1983), the Central Government hereby authorises Shri S. K. Mishra, Assistant Director in the Office of Labour Bureau, Madras to perform all functions of Protector of Emigrants, Madras in the Office of Protector of Emigrants, Madras on 4th and 5th July, 1991.

[F. No. A-22012/1/91-Emig]

R. K. GUPTA, Under Secy.

नई दिल्ली, 9 जुलाई, 1991

का. आ. 2078.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक आफ ट्रान्कोर के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, ऐलेपी के पंचांगट को प्रकाशित करती है, जो केन्द्रीय सरकार 5-7-91 को प्राप्त हुआ था।

New Delhi, the 9th July, 1991

S.O. 2078.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Alleppey as shown in the Annexure, in the industrial dispute between the employers in relation to the management of State Bank of Travancore and their workmen, which was received by the Central Government on the 5-7-1991.

ANNEXURE

IN THE COURT OF THE INDUSTRIAL TRIBUNAL, ALLEPEY

(Dated this the 19th day of June, 1991)

PRESENT:

Shri K. Kanakachandran, Industrial Tribunal.

I.D. No. 106/90

BETWEEN

The Manager, Industrial Relations, State Bank of Travancore, Head Office, P.B. No. 34, Trivandrum-695001.

AND

The Workman of the above concern Sri A. Balahariharan, Saravana Bhavan, M.S.P.O., Pathirappally, Alleppey.

REPRESENTATION :

M/s. M. Pathros Mathai and
Mariam Matthai,
Advocates, Banerji Road,
Cochin-682018.

For Management.

AWARD

1. This dispute is referred for adjudication by Government of India through a reference order No. L. 12012/24/90-IR. B.II dated 21-3-1990. The issue referred for adjudication is as follows :—

“Whether the action on the part of the management of State Bank of Travancore in discharging Shri A. Balahariharan, Clerk-Typist w.e.f. 30-11-1985 is legal and justifiable? If not, what relief the concerned workman is entitled to?”

2. Both parties entered appearance and filed their respective statements. After the filing of statements, the counsel appearing for the workman had submitted that the validity of the domestic enquiry conducted against the workman was conceded. It was requested that the parties might be heard with reference to the materials available on record. After recording the submission of the learned counsel appearing for the workman, the matter was heard elaborately.

3. The workman herein was suspended pending enquiry on 14-9-1983 for certain misconducts. The charges framed against him read as follows :—

“(1) As the Clerk/Typist assigned to Savings Bank Accounts Section at our Pandalam Branch, on 7th July, 1983 you pried into the ledger folio of SB Account No. 3249 of Smt. M. Ayshammal.

(2) With the intent to cause unlawful gain for you, on 7-7-1983 you fabricated a withdrawal form for Rs. 2,400 purported to have been related to SB Account 3249, wherein, you yourself affixed the signature of Smt. Ayshammal, constituent of SB Account No. 3249 as aforesaid without her knowledge and posted the amount thereof to the debit of the above account in the respective SB A/c ledger folio.

(3) You induced the passing Officer Shri N. Basheer, Accountant and Paying Cashier Shri P. K. Rajeev, Cashier/Clerk of the branch to believe that the party was the mother of your friend and that she had not brought the relative pass book at that time and she had entrusted you to obtain payment of the aforesaid withdrawal form on her behalf, contrary to the existing facts on 7-7-1983.

(4) You obtained payment of Rs. 2,400 from the paying cashier on 7-7-1983 as the aforesaid withdrawal form passed in the ordinary course of business and thereby defrauded the Bank.

4. On these charges a domestic enquiry was conducted by the Administrative Officer of the management Bank. Evidence was adduced by examining five witnesses on the side of the Bank. On the side of workman, apart from him two witnesses were also examined. On the basis of the oral evidence and also on documents produced at the enquiry, it was held by the Enquiry Officer that the workman was guilty of the charge of fraudulent withdrawal of Rs. 2,400 from the S.B. Account of Smt. Ayshammal, the details of it are as stated in the charge sheet dated 18-1-1984. Based on the findings in the enquiry, the workman herein was discharged from the service of the Bank. Against the imposition of that punishment, the workman filed an appeal before the Appellate authority and the same was also dismissed.

5. Along with the departmental enquiry, criminal proceedings were also initiated against the workman. The Judicial First Class Magistrate, Adoor who tried the Criminal Case as CC No. 202/85 had found the workman guilty of charges under Sections 408, 467 and 477(a) of the Indian Penal Code. On various counts he was convicted and sentenced to undergo imprisonment for various periods. Fine of Rs. 1,000 each was also ordered for the offence under Sections 408 and 467. Against the conviction the workman filed an appeal before the Sessions Court, Pathanamthitta. By a judgment dated 8-4-1988, the Sessions Judge, Pathanamthitta acquitted the workman by holding that the prosecution had failed to prove the charges levelled against the workman. That acquittal was not by giving the benefit of doubt but by giving clear pronouncement on the merit of the case with reference to the evidence adduced in the trial Court. Therefore, the effect of the Appellate Judgment of Criminal Court is that the workman is completely absolved from the criminal charge framed under Sections 408, 467 and 477(a) of the Indian Penal Code.

6. On the very same charges which also coming under the above provisions of the Penal Code, parallel departmental proceedings were initiated against the workman. The management in their written statement has stated that the discharge of the workman from the services during the pendency of the Criminal Case is of no consequence. According to them, the purpose and nature of disciplinary proceedings are totally different from that of criminal proceeding. Moreover, the degree of proof and procedural requirements in disciplinary proceedings and criminal proceedings are totally different. Therefore, according to the management, the acquittal in a criminal prosecution will have no impact on the disciplinary action taken against the workman.

7. It is the settled position that even if there is a finding by a competent Criminal Court on identical charge which ended in acquittal or conviction, that cannot in any way influence an adjudicating authority to have its own independent assessment. That does mean, notwithstanding the consequences in the criminal proceedings, this Tribunal can assess independently the merit of the issue with reference to materials on record.

8. It is true the Appellate Criminal Court had completely absolved the delinquent employee herein from the criminal charges. The learned Sessions Judge held that the prosecution had failed to establish the alleged criminal offence against the accused in the matter of falsification of documents and misappropriation of money. But if we go through the domestic enquiry proceedings certain things are very clear. Those are coming out when we closely examine the depositions of the witnesses examined on the side of the employer Bank. It is a fact that on 7-7-1983 a sum of Rs. 2,400 had been withdrawn from SB Account No. 3249 of M. Ayshammal, MW1 in the domestic enquiry proceedings. She came to know about the unauthorised withdrawal only when she encashed a cheque for Rs. 10,000 on 16-8-1983. That cheque was presented on behalf of her by her son as was usually done. After knowing the unauthorised withdrawal from her pass book, she made complaint to the Bank on 16-8-1988. It is brought in evidence that written complaint was submitted by her only on 23-8-1983. After that in the SB Account of her's, a sum of Rs. 2,400 was remitted on 30-8-1983. Such remittance was occasioned on account of discussions between the account holder and the persons responsible for unauthorised withdrawal of Rs. 2,400. The evidence tendered by M. Basheer, Accountant of the same branch will explain the circumstances which led to the remittance on 30-8-1983. It is stated by Basheer that for remitting an amount of Rs. 2,400 on 30-8-1983 credit slip was filled up in the handwriting of the delinquent and the amount was also remitted by him. He had also explained how and in what manner Rs. 2,400 was managed by the delinquent for the remittance in the Bank on 30-8-1983. It is stated by him that the delinquent had told him that out of Rs. 2,400 drawn on 7-7-1983, Rs. 1,400 was utilised for taking back some pledged articles. The remaining Rs. 1,000 was retained with him. After obtaining a demand loan, the delinquent could manage the remittance of Rs. 2,400 on 30-8-1983. This part of evidence had come out through MW4 Basheer and that had not been shaken at the time of cross-examination. Therefore, there is no reason to disbelieve the testimony of Accountant M.

Basheer. He has also stated that after remittance of money by the delinquent, a confession statement was obtained from the delinquent on 30-1-1983. This very same Accountant Basheer was the concerned official who passed the drawal slip on 7-7-1983 for encashment of Rs. 2,400 on the basis of representation made by the delinquent. All these uncontroverted piece of evidence is sufficient to fix guilt on the part of the delinquent. Therefore, I cannot absolve the delinquent from the misconduct alleged against in the memo of charges although there are some discrepancies in the evidence tendered by witnesses examined on the side of the employer Bank. Since the Officer concerned who passed the unpugned voucher for payment might have taken initiative in sorting out the issue some how. Possibly, because of that, the delinquent placed more faith in that Officer (Basheer). The delinquent disclosed to him the manner in which an amount of Rs. 2,400 was managed by him so as to remit the same in the Bank at the earliest. These details as stated earlier, are coming out through an important witness and his testimony remains as unassailed. If there was no remittance by the delinquent himself on 30-8-1983, there would have been possibilities for several kinds of presumption. The probability would have been there for the collusion between the son of the Account Holder and some of the Clerical Staff in the Bank also. One of the Clerical Staff A. K. Nazeer-khan (MW2) is a close friend of the son of the Account Holder. Such manipulation by Nazeerkhan and the son of the Account Holder is quite improbable because of the remittance of the entire amount by the delinquent himself. Therefore guilt can be fixed on the delinquent unhesitatingly.

In the result I am of the view that the management is quite justified in imposing the punishment of discharge on the workman.

Award is passed accordingly

(Dated this the 19th day of June, 1991).

K. KANAKACHANDRAN, Presiding Officer
[No. I-12012/24/90-IR(B-II)]

S. C. SHARMA, Desk Officer

APPENDIX

Documents produced by the Management.—
Entire Enquiry File.

नई दिल्ली, 9 जुलाई, 1991

का. मा. 2079:—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के प्रमुख में, केन्द्रीय सरकार सैलून बेय हाऊसिंग कार्पोरेशन पटना के प्रबन्धन के सबद नियंत्रको और उनके कर्मचारों के बीच, प्रमुख में निम्नित औद्योगिक विवाद में औद्योगिक अधिनियम के प्रावधानों को प्रकाशित करने के औद्योगिक विवाद को 8-7-91 को प्राप्त हुआ था।

New Delhi, the 9th July, 1991

S.O. 2079.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal Bhubaneswar as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Warehousing Corporation, Patna and their workmen, which was received by the Central Government on the 8-7-1991.

ANNEXURE

INDUSTRIAL TRIBUNAL, ORISSA, BHUBANESWAR
PRESENT:

Shri R. K. Dash, LL.B., Presiding Officer, Industrial Tribunal, Orissa, Bhubaneswar.

Industrial Dispute Case No. 5 of 1990 (Central)
Dated, Bhubaneswar, the 4th June, 1991

BETWEEN

The Management of Central Warehousing Corporation
Patna. First Party—Management.

[834 GI/91—3]

AND

Their workman Shri Chandra Marandi, represented through the Central Warehousing Corporation Employees' Union, Patna Region, C/o. Central Warehouse, Cuttack. Second Party—Workmen.

APPEARANCES:

Mrs. Rebecca John, Warehouse Manager, Bhubaneswar.

For the First Party—Management.

Sri A. C. Nayak, Secretary of the Union and The workman himself For the Second Party—Workman.

AWARD

The Government of India in the Ministry of Labour, in exercise of the powers conferred upon them by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) and by their Order No. I-42012/8/89-IR(Misc.) dated 16-2-1990 have referred the following dispute for adjudication by this Tribunal:—

"Whether the action of the Regional Manager, CWC, Patna by terminating the services of Shri Chandra Marandi, Gr. II Chowkidar w.e.f. 24-7-88 and re-appointing him as a daily rated Chowkidar w.e.f. 16-11-88 without regularising his services/without paying him the regular pay of Gr. II Chowkidar is justified? If not, what relief the workman is entitled to?"

2. A short narration of the case giving rise to the present dispute may be stated thus:—

The Central Warehousing Corporation, Patna (hereinafter referred to as the First Party) called for an interview for the post of a Chowkidar on 20-5-87. The present second party appeared in the said interview and was selected. He was posted at the Central Warehouse, Bhubaneswar with effect from 12-6-87 and continued till 24-7-88 in the basic scale of pay of Rs. 196 per month. His total emolument per month was Rs. 863.05 paise. The Manager of the First Party instead of regularising his service terminated him on 24-7-88 and then engaged him as a casual worker to discharge the same function as a Chowkidar on payment of wages @ Rs. 10 per day thereby reducing his monthly wages to a great extent. Though subsequent to the reference of the present dispute the service of the second party has been regularised by the First Party but, however, the second party has prayed to regularise his service for the aforesaid period of termination and for payment of the wages to which he is entitled.

3. The First Party has filed two written statements one on 15-12-90 and another on 30-5-91. In nutshell its case is that the second party was appointed as a Chowkidar from 12-6-87 on contract basis for a period of six months and after expiry of the said period his service was terminated. Again he was engaged to discharge the same work as a Chowkidar for a period of six months commencing from 25-1-88. After expiry of the contractual period his service was terminated. However, in the month of November, 1988 he was engaged as a daily rated Chowkidar on casual basis and finally his service was regularised in the post of Chowkidar by order dated 17-5-90, whereafter he joined his duty on 22-5-90.

4. On the pleadings of the parties, the following issues have been settled:—

ISSUES

- (1) If the action of the Regional Manager, CWC, Patna by terminating the services of Shri Chandra Marandi, Gr. II, Chowkidar w.e.f. 24-7-88 and re-appointing him as a daily rated Chowkidar w.e.f. 16-11-88 without regularising his services/without paying him the regular pay of Gr. II Chowkidar is justified?
- (2) To what relief, if any, the workman is entitled?

5. The second party in support of his case has examined himself alone and exhibited certain documents. In his evidence he has stated that for the post of a Chowkidar there was an interview at Cuttack in May, 1987 and as his name was sponsored by the Employment Exchange he appeared at the interview and was selected on the basic pay of Rs. 196 per month. The total emolument he was getting per month was Rs. 863.05 paise. He joined his duty on 12-6-87 and continued up to 24-7-88 whereafter his services were terminated by the First Party. Subsequently, he was engaged as a casual worker on daily wage basis i.e., Rs. 10 per day, in consequence of which he sustained heavy pecuniary loss. He would further say that in all fairness the First Party instead of terminating him should have regularised his service. His evidence as stated above has practically remained unchallenged by the First Party. On being cross-examined by the First Party, he stated that though he was appointed as a Chowkidar for a period of six months on contract basis but the advertisement was for the regular post of a Chowkidar. The First Party for obvious reasons has not filed the copy of the advertisement to show as to whether the interview was held for a regular post of Chowkidar or not. From the office order Ext. 2 it transpires that the second party was appointed as a Chowkidar for a period of six months commencing from 12-6-87 to 12-12-87 in the scale of Rs. 196 per month. On receipt of the appointment order Ext. 1, the second party joined to his duty. The said appointment order would indicate that the appointment of the second party was made for the post of a Chowkidar, Gr. II. It is, therefore, clear that because a post of Chowkidar was lying vacant an interview was held and the second party on being selected was given appointment. Moreover, from the oral evidence of the second party, as discussed above, it is established that he worked as a Chowkidar for more than a year. In all fairness, the First Party should have regularised his services when he worked for a continuous period of more than one year as a Chowkidar. Without doing so, the First Party not only terminated his service but subsequently engaged him to work in the self same post as Chowkidar on daily wage basis @ Rs. 10 per day causing pecuniary loss to him.

6. Neither it is pleaded by the First Party nor any evidence has been led to the effect that post of a Chowkidar was not lying vacant at the time the second party was selected in the interview held on 20-5-87. Had the First Party filed the copy of the advertisement it would have unveiled the truth. However, from the circumstance, it is borne out that post of a Chowkidar Gr. II was lying vacant which was subsequently filled in by appointing the second party. If such a post was not at all lying vacant then on the basis of the result of the said interview held on 20-5-87 the second party would not have been given regular appointment vide appointment order Ext. 4. On a close scrutiny of the evidence, both oral and documentary, I am of the opinion that the order of termination of the services of the second party with effect from 24-7-88 and his subsequent appointment on daily wage basis w.e.f. 16-11-88 without regularising his services, being illegal, cannot be sustained in law. It needs no mention that for rendering the same nature of service the wages of an employee can in no circumstance be reduced. Hence, the reference is answered in the following manner:-

The action of the First Party by terminating the service of the second party, a Grade II Chowkidar w.e.f. 24-7-88 and again reappointing him on daily wage basis to render the same nature of work w.e.f. 16-11-88 without regularising his services is illegal and unjustified. His services for the said period be regularised and he be paid wages at the scale of pay admissible to a Grade II Chowkidar after adjusting the amount that has been paid to him on daily wage basis.

Dictated and corrected by me

SHRI R. K. DASH, Presiding Officer
[No. I-42012/8/89-IR (Misc.)]

नई दिल्ली, 11 जूनई, 1991

का. प्र. 20810--प्रौद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचन में, केन्द्रीय सरकार कलकत्ता पोर्ट ट्रस्ट कलकत्ता के प्रबन्धन के संरक्ष नियोजकों और उनके कर्म.

कारों के बीच, अनुसूचन में निदिष्ट प्रौद्योगिक विवाद में केन्द्रीय सरकार प्रौद्योगिक अधिकरण, कलकत्ता के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-7-91 को प्राप्त हुआ था।

New Delhi, the 11th July, 1991

S.O. 2080.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Calcutta as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Calcutta Port Trust; Calcutta and their workmen, which was received by the Central Government on the 10th July, 1991.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 2 of 1990

PARTIES :

Employers in relation to the management of Calcutta Port Trust, Calcutta.

AND

Their workmen

PRESENT :

Mr. Justice Manash Nath Roy .. Presiding Officer.

APPEARANCE :

On behalf of employer,—Mr. P. Roy, Deputy Labour Adviser & Industrial Relation Officer.

On behalf of workmen,—Mr. N. Dasgupta, General Secretary of the union.

STATE : West Bengal.

INDUSTRY : Port.

AWARD

The following dispute was referred to this Tribunal for adjudication by the Government of India, Ministry of Labour, vide Order No. I-32012/5/89-IR(Misc.) dated 21st September, 1989 :—

"Whether the action of the management of Calcutta Port Trust in not regularising the services of Sri S. K. Motiur Rahaman, Lascar-I working at Balari Seaplane Out Station under River Surveyor of Calcutta Port Trust, Calcutta is justified? If not, what relief is the workman entitled to?"

2. After the reference, the pleadings were completed. Thereafter a Joint Petition dated 18-6-1991 has been filed informing that the parties have settled their dispute and prayed for a No Dispute Award.

3. Such being the position, I feel no dispute is existing and I make a No Dispute Award.

Dated, Calcutta,

The 24th June, 1991.

MANASH NATH ROY, Presiding Officer

[No. I-32012/5/89-IR (Misc.)]

का. प्र. 30810--प्रौद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचन में, केन्द्रीय सरकार एम. जी. बी. के. मैगनीज मार्शिंग ग्राफ मै., उड़ीसा मार्शिंग कार्पोरेशन लि., के प्रबन्धन के संरक्ष नियोजकों और उनके कर्मचारों के बीच, अनुसूचन में निदिष्ट प्रौद्योगिक विवाद में केन्द्रीय सरकार प्रौद्योगिक अधिकरण, उड़ीसा, भुवनेश्वर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-7-91 को प्राप्त हुआ था।

S.O. 2081.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Orissa, Bhubaneswar as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of S.G.B.K. Manganese Mines of M/s. Orissa Mining Corporation Ltd. and their workmen, which was received by the Central Government on the 10th July, 1991.

ANNEXURE

INDUSTRIAL TRIBUNAL, ORISSA, BHUBANESWAR
PRESENT :

Shri R. K. Dash, LL.B., Presiding Officer, Industrial Tribunal, Orissa, Bhubaneswar.
Industrial Dispute Case No. 28 of 1987
Dated, Bhubaneswar, the 28th June, 1991

BETWEEN

The Management of SGBK Manganese Mines of M/s. Orissa Mining Corporation Ltd., At/P.O. Guruda, Via. Joda, District Keonjhar.

...First Party—Management.

AND

Their workman John Turu, (Sri Bisu Turu, S/o deceased John Turu substituted as the legal representative)
At/P.O. Guruda, Via. Joda, District Keonjhar.
...Second Party—Workman.

APPEARANCES :

Sri P. S. Kanoongo, Sr. Labour Welfare Officer—For the First Party—Management.

Sri B. Khillar, General Secretary Orissa Mining Workers Union—For the Second Party—Workman.

AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred upon them by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to as the 'Act') and by their order No. 1-27012/32/85-D.III(B) dated the 12th March, 1987 have referred the following dispute for adjudication by this Tribunal :—

"Whether the action of the Management of SGBK Manganese Mines of M/s. Orissa Mining Corporation Ltd., At/P.O. Guruda, Via. Joda, District Keonjhar in terminating the services of Shri Johan Turu, Compressor Attendant with effect from 19th June, 1984 is justified? If not, to what relief is the worker entitled?"

2. A short narration of the case giving rise to the present dispute may be stated thus :—

M/s. Serajuddin & Co. was a lessee of S.G.B.K. Manganese Mine which was subsequently taken over by the Government of Orissa. To operate the said mine the Government appointed the Orissa Mining Corporation as an agent by an order dated 5th June, 1982 whereafter the Corporation (hereinafter called as the First Party—Management) commenced its work. All the employees working under the Ex-lessee were appointed on temporary basis for a period of three months to work in the post in which they had earlier been appointed and thereafter their period of employment was extended from time to time. The second party—workman was a Compressor Attendant under the First Party—Management. There having no charge of misconduct, insubordination or negligence in performing duty, his services were done away with by the First Party—Management by an order of the retrenchment. This action of the First Party—Management has been referred to this Tribunal for adjudication as to whether the same is legal and justified.

3. The second party—workman in his statement of claims has pleaded that he was an old employee under M/s.

Serajuddin & Co. who had taken lease of the Mine in question. After the said mine was taken over by the Government he was given fresh appointment by the First Party—Management on 18th June, 1982 to work in his previous post. While performing his duty as such, without any reason and rhyme the Management put an end to his service by an order of retrenchment without complying with the provisions of Section 25-N of the Act. He has, therefore, prayed that the impugned order of retrenchment be set at naught and he be reinstated in service with full back wages.

4. The First Party—Management, on the other hand has pleaded that after it was appointed as an Agent to operate the Mine by the State Government the machinery, tools and other implements had not been handed over to it, as a result the operation in the mine could not smoothly progress. In spite of that it went on making payment of wages to the mechanical staff numbering more than 30 for certain period. In addition to slow progress of work, there was fall of demand of Manganese Ore during the period from 1982 to 1984, as a result production was reduced necessitating reduction of the staff working under it. The First Party—Management, therefore, suggested to the Workers Union that the services of 117 employees who were sitting idle should be dispensed with. As the suggestion was opposed by the representatives of the Workers Union on the ground that those 117 workmen having worked for more than a decade have not been paid terminal benefits by the Ex-lessee, the First Party—Management considered their grievance sympathetically and allowed them to continue in their services on humanitarian ground. However, in due course, the Ex-lessee paid them terminal benefits whereafter discussion was held between the First Party—Management and the representatives of the Workers Union for reduction of the staff strength. After protracted discussion it was decided that services of 71 persons including the 15 who had already attained the age of superannuation were to be done away with. It was, however, agreed that the First Party—Management would consider to give fresh appointment to 18 out of those 71 workmen excluding 15 who had already retired on attaining the age of superannuation on their being selected in an interview to be held by the Management. A bi-partite agreement was accordingly signed between the representatives of the First Party—Management as well as the Workers Union on 16th June, 1984 on the basis of which the second party—workman was retrenched from his service. As regards the non-compliance of the provisions of Section 25-N of the Act is concerned, it is pleaded that retrenchment notice was not necessary to be served upon the second party—workman for the reason that his retrenchment from service was on the basis of the agreement, as aforesaid.

5. In view of the pleadings of the parties, the sole question for determination is whether the conditions precedent to the termination of the services of the second party—workman by an order of retrenchment had been complied with by the First Party—Management.

6. At the cost of repetition, I would like to mention here that the second party workman has challenged the order of retrenchment passed against him on the ground of non-compliance of the mandatory provisions of Section 25-N of the Act. On the other hand the case of the First Party—Management is that as the order of retrenchment is based on an agreement, the conditions as laid down in Section 25-F or 25-H of the Act are not attracted.

Before answering to the points raised by the parties as aforesaid, at the outset it is necessary to give a finding as to whether Section 25-F or 25-N of the Act is applicable to the present case.

Section 25-F is covered under Chapter V-A whereas Section 25-N under Chapter V-B of the Act. The later chapter applies to an industrial establishment in which not less than hundred workmen are employed on an average per working day for the preceding twelve months. On the other hand, Section 25-A envisages that Chapter V-A shall not apply to an industrial establishment to which Chapter V-B applies.

The Senior Welfare Officer appearing for the First Party—Management in course of argument fairly concedes that the number of employees working in S.G.B.K. Manganese Mines on an average per working day is more than hundred. In

view of such submission, I have no hesitation to hold that Section 25-N and not 25-F applies to the present case.

A cursory look at Section 25-N would indicate that where a workman has been in continuous service for not less than one year under an employer, he shall not be retrenched unless he has been given three months notice in writing indicating the reasons for retrenchment and the period of notice has expired or he has been paid in lieu of such notice wages for the period of notice and further prior permission of the appropriate Government or such authority has been obtained on an application made in that behalf. It further provides that such application for permission shall be made by the employer in the prescribed manner and a copy of such application shall be served simultaneously on the workman.

In the present case, there is no evidence on record that mandatory provisions of Section 25-N of the Act as signed above had been complied with by the Management while taking away the job of the second party—workman and therefore, the order of retrenchment being void ab initio has to be set at naught. Concerning Ext. A it is stated that Section 25-F of the Act applies to the present case, then question arises whether Ext. A can be said to be a genuine agreement between the First Party—Management and the representatives of the workers Union on the basis of which the second party—workman John Luni, Compressor Attendant was retrenched from service. From the nomenclature of Ext. A it appears that it was a minutes of discussion held between the First Party—Management and the representatives of the Orissa Mining Workers Union. On a close scrutiny of the said document, I find that the persons named as representatives of the Union have not appended their signature. Besides, there is no evidence on record that those persons were in fact the representatives of the Workers Union. It need be mentioned here that when a party wants to derive benefit from the contents of a document, onus lies upon him to prove its genuineness. In the present case genuineness of Ext. A having not been proved by the First Party—Management, I am not inclined to accept the same and to act upon it. In addition to it, Ext. A also can not be termed as a settlement between the parties. The word 'settlement' defined in Section 2(p) of the Act means a settlement arrived at in the course of conciliation proceeding, and includes a written agreement between the employer and workmen arrived at otherwise than in the course of conciliation proceeding where such agreement has been signed by the parties thereto in such manner as may be prescribed and a copy thereof has been sent to an Officer authorised in this behalf by the appropriate Government and the Conciliation Officer.

Rule 58 of the Industrial Dispute (Central) Rules provides that a settlement arrived at in course of conciliation proceeding or otherwise shall be in form-H. Admittedly, there is no evidence in the present case that Ext. A, the so-called settlement, was drawn up in Form-H. Moreover, according to sub-rule (4) of Rule 58, copies of such settlement signed by the parties jointly shall be sent to the Central Government, Chief Labour Commissioner (Central), New Delhi and Regional Labour Commissioner (Central) and to the Asstt. Labour Commissioner (Central). It is neither pleaded by the First Party—Management nor any evidence has been led by it that copies of Ext. A had at all been sent to the authorities named above. So, on a consideration of the totality of the evidence I am of the opinion that Ext. A cannot be pressed into service by the First Party—Management as a settlement to get rid of the mandatory provisions of law.

Apart from what have been stated above, there is absolutely no evidence led by the First Party—Management that it had obtained prior permission from the Central Government for terminating the services of the second party—workman by an order of retrenchment.

7. Thus, on an analysis of the materials on record, as discussed above, I would unhesitatingly hold that the retrenchment of the second party—workman from service is illegal and unjustified.

8. Now coming to the question as to what relief the second party—workman is entitled, in my opinion, it would not be inappropriate to pass an order of reinstatement in service.

The next question arises whether the second party—workman shall be allowed to get full back wages. It is specifically pleaded by the First Party—Management that the financial condition of S.G.B.K. Manganese Mine has been deteriorated for various reasons. In the circumstance therefore, ends of justice would be met if the second party—workman is allowed to get 50 per cent of his back wages.

9. In view of my discussions made above, I hold that the order of termination of the second party—workman, being illegal and unjustified, he shall be reinstated in service with 50 per cent back wages.

The reference is answered accordingly.
Dictated and corrected by me.

[No. L-27012/32/85-D.II(B)]

MANASH NATH ROY, Presiding Officer

Dated : 28-6-1991.

का. आ. 2082—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुमति में, केन्द्रीय सरकार प्राई वी., पी. कम्पनी लि., के प्रबन्धन के सबब नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बलकला के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-7-91 को प्राप्त हुआ था।

S.O. 2082.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Calcutta as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of I.B.P. Company Ltd. and their workmen, which was received by the Central Government on the 10-7-91.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 16 of 1987

PARTIES :

Employers in relation to the management of the I.B.P. Company Limited 'Gillander House', 7, Netaji Subhas Road, Calcutta-700001.

AND

Their workmen

PRESENT :

Mr. Justice Manash Nath Roy Presiding Officer.

APPEARANCES :

On behalf of employers.—Mr. S. Bakshi, Manager (P&A).

On behalf of workmen.—Mr. M. K. Roy Chowdhury, General Secretary of the Union.

STATE : West Bengal. INDUSTRY : Petroleum.

AWARD

On reference of the following dispute :—

(a) Whether the demand of Petroleum Employees Union Calcutta regarding job-gradation job description of the workmen of Oil Division of I.B.P. at Budge Budge and Mourrigrum for the purpose of giving proper gradation and job description in line with that of the Indian Oil Corporation (Marketing Division) is justified ? If so, what should be the job gradation job description of the employees ?

(b) Whether the demand for regularisation of the following 10 casual workers is justified ? If so, what relief are they entitled to ?

1. Biplab Halder
2. S. K. Moiauddin
3. Pradip Kumar Das

4. S. K. Alauddin
5. Krishna Bahadur
6. S. K. Jit Ali
7. Pradip Saha
8. Sunil Chakraborty
9. Sreekantha Manna
10. Awadh Lal Ram.

for adjudication before this Tribunal by the Government of India, Ministry of Labour, vide Order No. L-30011/28, 86-D.III(B) dated 19th December, 1986, pleadings were completed.

2. Thereafter a joint application dated 11th March, 1991 was filed stating that the parties to the dispute have arrived at a settlement and asked the Tribunal to have the reference disposed of in term/terms of the settlement as filed.

3. That being the position, I dispose of the reference in terms of the settlement as contained in the joint application filed. The said joint application do form part of this award as Annexure-A.

Dated. Calcutta.

The 27th June, 1991.

M. K. ROY CHOWDHURY, General Secy.

[No. L-30011/28 86-D.III(B)]

ANNEXURE "A"

BEFORE THE PRESIDING OFFICER CENTRAL
GOVERNMENT INDUSTRIAL TRIBUNAL CALCUTTA
I.T. No. 16 of 1987

In the Matter of :

Ref. No. L-30011/28 86-D.III(B) dated 19-12-1986.

AND

In the Matter of :

Employers in relation to the Management of the IBP Company Limited, Gillander House, B, Netaji Subhas Road, Calcutta-700001.

AND

Their Workmen, represented by the Petroleum Employees Union, (Eastern Branch) (IBP UNIT), 1, Shakespeare Sarani, Calcutta-700071.

The humble joint petition on behalf of the Management of the IBP Company Ltd., and the Petroleum Employees Union, (Eastern Branch) (IBP Unit) most respectfully.
SHEWETH :

1. That the dispute between the parties have been settled by a long term settlement dated 2nd March 1991, as per copy thereof annexed hereto, marked "A". In terms of clause 13 thereof the parties to the settlement have agreed to withdraw all disputes/cases pending in various courts including the above case and have agreed to submit jointly and/or severally as may be required before the appropriate forum for withdrawal of such cases. Clause 13 of the said settlement reads as follows :

"13. By virtue of this settlement, the parties have also agreed to withdraw all disputes/cases pending before the Central Government Industrial Tribunal, Calcutta and Hon'ble High Court Calcutta.

Both parties, therefore, hereby agree to submit jointly and/or severally as may be required by the appropriate authorities/forum/Hon'ble High Court/Hon'ble Central Government Industrial Tribunal etc., in

regard to withdrawal of all such pending disputes and/or litigation as on date."

2. That this Learned Tribunal may be pleased to take note of the copy of the said settlement dated 2nd March 1991 filed with this petition for withdrawal and/or for disposal of the above reference and also to direct that the said settlement dated 2nd March 1991 be kept on record.

3. Your petitioners therefore submits that in view of the settlement dated 2nd March 1991 arrived at between the parties this Learned Tribunal may be pleased to pass appropriate order/direction for withdrawal and/or disposing of the above reference.

4. Unless an order as prayed is passed your petitioners will suffer irreparable loss and injury.

5. This petition is made bonafide and in the interests of justice.

In the premises your petitioners pray to this Learned Tribunal that in view of the settlement dated 2nd March 1991 arrived at between the parties this Learned Tribunal may be pleased to pass appropriate order/direction for withdrawal and/or disposing of the above reference.

And your petitioners as in duty bound shall ever pray.

1. MANAS ROY CHOWDHURY, General Secretary of the Petroleum Employees Union, (Eastern Branch) (IBP Unit) of 1, Shakespeare Sarani, Calcutta-700071, do hereby verify that the statements contained in paragraphs 1 and 2 of this joint petition are true to knowledge and those made in paragraphs 3, 4 and 5 hereof are my humble submissions before this Learned Tribunal.

I sign this verification on this 11th day of March, 1991.

M. K. ROY CHOWDHURY, General Secy.

J. B. P. Unit

Petroleum Employees Union

(Eastern Branch)

1. Shakespeare Sarani Calcutta-700071

1. RANJIT SHANKAR GUHA, Regional Manager of IBP Company Limited, of 8, Camac Street, Shantiniketan, 12th Floor, Calcutta-700017, do hereby verify that the statements contained in paragraphs 1 and 2 of this joint petition are true to knowledge and those made in paragraphs 3, 4 and 5 hereof are my humble submissions before this Learned Tribunal.

I sign this verification on this 11th day of March, 1991.

PETROLEUM EMPLOYEES' UNION

(REGD. NO.—1657)

EASTERN BRANCH

(Affiliated with INTUC and NFPW)

1. SHAKESPEARE SARANI (4th Floor), CALCUTTA-700071
IBP UNIT

Ref. No. IBP/601/91.

Date : 06-03-1991

The Regional Manager (ER),
Indo-Burma Petroleum Co. Ltd.,
(Oil Division),
Shantiniketan Building (12th floor),
8, Camac Street,
Calcutta-700017.

Re : Settlement dated 02-03-91.

Dear Sir,

This refers to your letter dated 06-03-1991 and we confirm having understood that the Settlement is applicable for blue collar workmen for Grades I to Grades VII as expressed in your letter and reading as :-

"the LTS Agreement signed on 2nd March '91 between IBP Management, 8 Camac Street and PEU and would like to clarify and confirm that the Clause No. 7 (a) & (b) would be applicable to all such workmen in Grade I to VII working at Budge Budge/Mourigram and upcountry locations, and are also under Budge Budge payroll in Eastern Region, and who are not eligible/entitled to any Duty Allowance as per Agreement dated 10th June 1985. This will also form part of the Agreement we have signed on 2-3-91."

Thanking you,

Yours faithfully,

M. K. ROY CHOWDHURY, General Secy

COPY IBP CO. LIMITED CALCUTTA
Ref : 'PEU'

New Delhi, the 6th March, 1991

The General Secretary,
Petroleum Employees' Union,
1 Shakespeare Sarani,
Calcutta-700071.

Dear Sir,

Sub : Agreement dated 2-3-91 for the period 1-1-84 to 31-12-87.

We refer to the LTS Agreement signed on 2nd March '91 between IBP Management, 8 Camac Street and PEU and would like to clarify and confirm that the Clause No. 7 (a) & (b) would be applicable to all such workmen in Grade I to VII working at Budge Budge/Mourigram and upcountry locations, and are also under Budge Budge payroll in Eastern Region, and who are not eligible/entitled to any Duty Allowance as per Agreement dated 10th June 1985.

This will also form part of the Agreement we have signed on 2-3-91. Thanking you.

Thanking you.
Yours faithfully,
for IBP CO. LIMITED.
REGIONAL MANAGER (ER)

MEMORANDUM OF SETTLEMENT

(u/s 18(1) and 2(P) of Industrial Disputes Act, 1947)

Name and Address of Parties :
Management
IBP CO. Limited,
of 3 Graham Road,
Budge Budge,
24 Parganas (S)
West Bengal
in respect of their
Budge Budge, Mourigram,
& Upcountry Units.

Their Workmen represented by :
Petroleum Employees' Union,
(Eastern Branch),
(IBP Unit),
1 Shakespeare Sarani,
Calcutta-700071.

Short Recital

The Union took up its Charter of Demands for revision of Pay Scales etc. and for re-classification/re-categorisation of labour, staff at par with IOC. Both the Management and the Union held series of discussions till February 1986 but

the parties failed to arrive at an amicable settlement of the demands raised by the Union. Union filed a Case before Hon'ble High Court at Calcutta praying for pay revision at par with IOC. Union also took up the issue of re-classification/re-categorisation and eventually the dispute was referred to the Central Government Industrial Tribunal, Calcutta. During the period under order of the Hon'ble High Court at Calcutta on interim basis monthly pay packets of workers at Budge Budge and Mourigram were brought at par with the workers of Calcutta Offices of the Company.

However, the parties held discussions at various levels and after protracted negotiations in 1990, both the parties arrived at an amicable settlement of all the pending disputes, litigations on the following terms and conditions :—

Terms of Settlement

A. Applicability

1. This Settlement shall apply to all categories of 'workmen' as defined in the Industrial Disputes Act, 1947 employed in anyone of the scales of pay mentioned in Annexure-A on the date of signing of this Settlement.

2. Those of the workmen who ceased to be in service during the period from 1-1-1984 to the date preceding the date of the Settlement will be paid amounts that would have been due to them upto the date of separation from service.

B. Period of Settlement

3. This Settlement will be in force from 1-1-1984 to 31-12-1987.

4. It will be open to the Unions to submit further fresh Charter of Demands for period from 1-1-1988 on expiry of this Settlement within one month from the date of signing of this Settlement.

5. The Company agrees to consider and start negotiations on demands which may be received from the Unions in order to arrive at Settlement effective 1-1-1988.

C. Scales of Pay

6. The terms and conditions of service as embodied in Annexure A which the Clerical and Labour Staff of Budge Budge and Mourigram Units have been enjoying by virtue of the Hon'ble High Court's Order, are hereby accepted as full and final settlement of all disputes relating to the Long Term Settlement for the period from 1-1-1984 to 31-12-1987.

7. Anomaly Adjustment :

(a) Workmen who were in service as on 1-1-1984 to 31-12-1987 will be given anomaly adjustment as follows :

For Grade I, II, III & IV—Anomaly adjustment of Rs. 15 For Grade V, VI and VII—Anomaly adjustment of Rs. 25. In the existing Grade as on 1-1-84 or date of joining whichever is later but not later than 31-12-87.

(b) Workmen who were covered by the Settlement dated 10th June 1985 as per Calcutta High Court Order and received Pay Revision will be given further anomaly adjustment in their basic pay as aforesaid and they will be fixed into next higher stage.

8. Re-classification/re-categorisation of job

Workmen who will be entitled for re-classification and/or re-categorisation as per Annexure 'B' will be given effect of the same from 1-1-1986.

9. The Company shall reimburse to the Canteen Committee @ Rs. 1000 per month with effect from 1-1-1984 as overhead expenses upto the period 31-12-1987.

10. The Company shall also reimburse to the Canteen Committee an increased Canteen Subsidy @ Re. 0.50 per employee per head of actual attendance.

11. By this Memorandum of Settlement, all pending disputes relating to the period upto 31-12-1987 stand fully and finally resolved and settled and the parties assure that they will not raise any dispute relating to the said period upto 31-12-1987.

12. Union further agrees that the above Settlement is full and final in settlement of the pending Case before Hon'ble High Court at Calcutta and also on the issue before the Central Government Industrial Tribunal, Calcutta.

13. By virtue of this Settlement, the parties have also agreed to withdraw all disputes/cases pending before Central Government Industrial Tribunal, Calcutta and Hon'ble High Court, Calcutta.

Both parties, therefore, hereby agree to submit jointly and/or severally as may be required by the appropriate authorities before Hon'ble High Court/Hon'ble Central Government Industrial Tribunal etc. in regard to withdrawal of all such pending disputes and/or litigation as on date.

Signed at Calcutta on 2nd March, 1991.

Workmen

2. Sd. (Illegible)

1. Sd. (Illegible)

Witness

1. Sd. (Illegible)

2. Sd. (Illegible)

3. Sd. (Illegible)

4. Sd. (Illegible)

5. Sd. (Illegible)

Management.

2. Sd. (Illegible)

1. Sd. (Illegible)

Witness

1. Sd. (Illegible)

2. Sd. (Illegible)

3. Sd. (Illegible)

ANNEXURE-'A'

Sl. Item No.	Existing Terms	Proposed Terms
1. Duration of Settlement	1-1-1979 to 31-12-1983 (for Labour/Sub-Staff) 1-1-1980 to 31-12-1983 (for Clerical Staff)	For All Categories 1-1-1984 to 31-12-1987
2. Pay Scales	Labour/Sub-Staff GRADE PAY SCALE	GRADE PAY SCALE
	I Rs. 230-5-240-6-258-7-307-8-403	I Rs. 390-9-435-10-485-11-551-12-599 (20 Yrs.)
	II Rs. 250-7-278-8-326-9-443	II Rs. 425-10-475-11-541-12-589-13-641 (19 Yrs.)
	III Rs. 306-9-342-10-422-11-532	III Rs. 490-12-550-13-628-15-688-16-736 (19 Yrs.)
	IV Rs. 345-10-415-12-511-14-651	IV Rs. 535-14-605-16-733-18-823-20-903 (22 Yrs.)
	CLERICAL STAFF	
	05 Rs. 365-20-465-25-815 (19 Yrs.)	V Rs. 583-23-675-27-909 (16 Yrs.)
	05A Rs. 399-22-465-25-990 (24 Yrs.)	VI Rs. 610-27-664-32-824-35-1489 (26 Yrs.)
	06 Rs. 440-25-690-30-1140 (25 Yrs.)	VII Rs. 935-35-1320-40-1680 (20 Yrs.)
	06A Rs. 465-25-615-32-1095 (21 Yrs.)	
	06 Rs. -30-720-35-1280	
3. F D A	CLERICAL STAFF: Basic Wage Slab Amount	GRADE V TO VII Basic Wage Slab Amount
	Rs. 365-400 Rs. 55/-	Rs. 503-628 Rs. 5/-
	Rs. 401-464 Rs. 80/-	Rs. 629-701 Rs. 30/-
	Rs. 465-614 Rs. 105/-	Rs. 702-782 Rs. 55/-
	Rs. 615-689 Rs. 115/-	Rs. 783-858 Rs. 65/-
	Rs. 690-999 Rs. 130/-	Rs. 859-944 Rs. 80/-
	Rs. 1000-1049 Rs. 180/-	Rs. 945-1033 Rs. 95/-
	Rs. 1050-107 Rs. 200/-	Rs. 1034-1130 Rs. 110/-
	Rs. 1080-1130 Rs. 220/-	Rs. 1131-1243 Rs. 130/-
	Rs. 1140-1209 Rs. 260/-	Rs. 1244-1348 Rs. 150/-
	Rs. 1210 & above Rs. 295/-	Rs. 1349-1418 Rs. 170/-
		Rs. 1419-1479 Rs. 210/-
		Rs. 1480 & above Rs. 245/-

Sl. No.	Item	Existing Terms	Proposed Terms										
4.	V D A	<p>LABOUR/SUB-STAFF:</p> <p>V D A is payable 1.30 per point</p> <p>CLERICAL STAFF:</p> <p>@ 1.30 per point</p>	<p>GRADE I TO IV:</p> <p>(a) 1.30 per point beyond AICPI 314 upto 492</p> <p>(a) 1.65 per point beyond AICPI 492.</p> <p>GRADE V TO VII</p> <p>(a) 1.30 per point beyond AICPI 209 upto 492</p> <p>(a) 1.65 per point beyond AICPI 492.</p> <p>CYCLE OF REVISION:</p> <table><tr><td>Quarterly Average AICPI for the months of.</td><td>VDA Payable for months of</td></tr><tr><td>December--February</td><td>April--June</td></tr><tr><td>March--May</td><td>July--September</td></tr><tr><td>June--August</td><td>October--December</td></tr><tr><td>September--November</td><td>January--March.</td></tr></table> <p>1-1-1984 to 31-12-1984</p> <p>'A' Class</p> <p>30% of basic pay subject to a maximum of Rs. 225</p> <p>'B₁' & 'B₂' Class</p> <p>15% of basic pay</p> <p>'C' Class</p> <p>10% of basic pay</p> <p>1-1-1985 to 31-3-1987</p> <p>'A' Class</p> <p>30% of basic pay subject to a maximum of Rs. 275/-</p> <p>'B₁' & 'B₂' Class</p> <p>15% of basic pay</p> <p>'C' class</p> <p>10% of basic pay</p> <p>1-4-1987 to 31-12-1987</p> <p>'A' Class</p> <p>30% of basic pay subject to a maximum of Rs. 1000</p> <p>'B₁' & 'B₂' Class</p> <p>15% of basic pay</p> <p>'C' Class</p> <p>10% of basic pay</p>	Quarterly Average AICPI for the months of.	VDA Payable for months of	December--February	April--June	March--May	July--September	June--August	October--December	September--November	January--March.
Quarterly Average AICPI for the months of.	VDA Payable for months of												
December--February	April--June												
March--May	July--September												
June--August	October--December												
September--November	January--March.												
5.	H R A	<p>Labour/Sub-Staff:</p> <table><tr><td>Gr. I</td><td>Rs. 40/- per month</td></tr><tr><td>Gr. II</td><td>Rs. 45/- per month</td></tr><tr><td>Gr. III</td><td>Rs. 50/- per month</td></tr><tr><td>Gr. IV</td><td>Rs. 55/- per month</td></tr></table> <p>Clerical Staff:</p> <p>20% of basic pay</p> <p>(Max. Rs. 125 -/- per month)</p>	Gr. I	Rs. 40/- per month	Gr. II	Rs. 45/- per month	Gr. III	Rs. 50/- per month	Gr. IV	Rs. 55/- per month	<p>1-1-1984 to 31-12-1984</p> <p>'A' Class</p> <p>30% of basic pay subject to a maximum of Rs. 225</p> <p>'B₁' & 'B₂' Class</p> <p>15% of basic pay</p> <p>'C' Class</p> <p>10% of basic pay</p> <p>1-1-1985 to 31-3-1987</p> <p>'A' Class</p> <p>30% of basic pay subject to a maximum of Rs. 275/-</p> <p>'B₁' & 'B₂' Class</p> <p>15% of basic pay</p> <p>'C' class</p> <p>10% of basic pay</p> <p>1-4-1987 to 31-12-1987</p> <p>'A' Class</p> <p>30% of basic pay subject to a maximum of Rs. 1000</p> <p>'B₁' & 'B₂' Class</p> <p>15% of basic pay</p> <p>'C' Class</p> <p>10% of basic pay</p>		
Gr. I	Rs. 40/- per month												
Gr. II	Rs. 45/- per month												
Gr. III	Rs. 50/- per month												
Gr. IV	Rs. 55/- per month												
6.	C C A	NIL.	<p>'A' Class:</p> <p>6% of basic pay subject to a maximum of Rs. 75P.M.</p> <p>'B₁' Class:</p> <p>4.5% of basic pay subject to a max. of Rs. 570- P.M.</p> <p>GRADE I TO IV:</p> <p>(i) Upto 8 Years Service</p> <p>Rs. 300/- every year or Rs. 600/- every alternate year.</p> <p>(ii) Beyond 8 years service</p> <p>Rs. 600/- every year or Rs. 1200/- every alternate year.</p> <p>GRADE V TO VII:</p> <p>(i) One first class Rail Ticket for a RTD of 2500 Kms. every year or two first class Rail Tickets for a RTD of 2500 Kms. every alternate year.</p> <p>(ii) Beyond 8 years service:</p> <p>Two first class Rail Tickets for a RTD of 2500 Kms. every year or four tickets every alternate year.</p>										
	L F A												
	Labour/Sub-Staff												
	Upto 5 years service	2nd class Rail fare for self for RT D of 1600 Kms. every alternate year											
		or											
		2nd class rail fare for self to home town every alternate year.											

Sl. No.	Item	Existing Terms	Proposed Terms
7.	5-15 Years. Service	2nd class rail fare for self for RTD of 1600 Kms. every year	
		OR	
		2nd class rail fare for self to home town every year.	
		OR	
		2nd class rail fare for self and wife every alternate year for either round trip of 1600 Kms. or to home town.	
Over 15 years. Service		2nd class rail fare for self and wife for RT D of 1600 Kms. every year	
		OR	
		2nd rail fare upto home town for self and wife every year.	
Clerical Staff upto 5 years service		1st class rail fare for self for RT D of 1800 Kms. every alternate year.	
5-15 years Service		1st class rail fare for self for RT D 1800 Kms. every year	
		OR	
		1st class rail fare for self and wife for RT D 1800 Kms. every alternate year.	
Over 15 years Service		1st class rail fare for self and wife for RT D 1800 Kms. every year.	
8. C S A		Rs. 70/- per month	Marged with the pay scale and abolished.
9. Medical reimbursement for family		Clerical upto Rs. 500 every year Labour/Sub-Staff upto Rs. 350 every year.	All employees not covered under the ESIC will be allowed to claim reimbursement upto Rs. 1,000 per year w.e.f. 1-1-84 for medical expenses on their families. This reimbursement shall cease to be payable when the employees shall be covered under the ESI Scheme.
10. Transport subsidy			All permanent employees shall be reimbursed Rs. 25 per month towards transport subsidy w.e.f. 1-1-1984.
11. Cash Handling Allowance			For Cash Clerk . . Rs. 3 per day (Max. Rs. 60 p.m.) For Cash Peon . . Rs. 2 per day (Max. Rs. 40 p.m.). The above shall be effective from 1-1-1984.
12. Office Equipment handling Allowance			If Sub-Staff employees have been asked to operate Xerox & Duplicating/Cyclostyling Machine they shall be paid @ Rs. 1.50 per day (Maximum Rs. 25 per month)
13. Shoe maintenance Allowance			Abolished w.e.f. 1-1-1984 and this shall be added to the Washing Allowance.
14. Duty Allowance for Clerical Staff at Installation.			NO CHANGE
15. Shift Allowance		Rs. 230-415-16% of daily basic rate, Rs. 416 & above—20% of daily basic rate,	NO CHANGE
16. Out-door duty Allowance			GRADE I TO IV Rs. 2 per day (Maximum Rs. 35 per month) GRADE V TO VII Rs. 3 per day (Maximum Rs. 50 per month)
17. Fitment Formula			As per Annexure 'A'

ANNEXURE 'A'

TABLE OF WAGE FITMENTS

Existing Grade	Revised Grade	Wage Fitment
01	I	Rs. 70/- plus one increment
02	II	Rs. 85/- plus one increment
03	III	Rs. 100/- plus one increment
04	IV	Rs. 115/- plus one increment
05	V	Rs. 130/- plus one increment
05A	VI	Rs. 130/- plus one increment
06	VI	Rs. 145/- plus one increment
06A	VI	Rs. 145/- plus one increment
07	VII	Rs. 170/- plus one increment

ANNEXURE 'A'

FITMENT FORMULA

Revised Basic Wage as at 1-1-1984 of each employee will be determined as per the following Fitment Formula:-

Prevailing Basic Wage Rs.

Add : Merged C.S.A. Rs.

Add : Merged Part of F.D.A. Rs.

Sub-total Rs.

Add : Fitment as per Clause 2 of the agreement Rs.

Sub-total Rs.

Less : C.C.A. (at 6% or applicable percentage) on pre-revised, i.e. Prevailing Basic Wage. Rs.

Sub-total Rs.

Add: Amount needed for fitting employee into next step in Revised Basic Wage Scale. Rs.

Add : One increment as per Clause 2 in Revised Basic Wage Scale. Rs.

Revised Basic Wage Rs.

By way of clarification, we give below two illustrations from Grade 01/I and Grade 04/IV :

GRADE 01/I

GRADE 04/IV

Prevailing Basic Pay	Rs. 230	Prevailing Basic Pay	Rs. 479
Add merged C.S.A.	Rs. 70	Add merged C.S.A.	Rs. 70
Add merged F.D.A.	Rs. 50	Add merged F.D.A.	Rs. 50
Sub-total	Rs. 350	Sub-total	Rs. 599
Add Fitment	Rs. 70	Add Fitment	Rs. 115
Sub-total	Rs. 420	Sub-total	Rs. 714
Less 6% CCA on Rs. 230	Rs. 14	Less 6% CCA on Rs. 479	Rs. 29
Sub-total	Rs. 406	Sub-total	Rs. 685
Add Fitment to next step	Rs. 2	Add Fitment to next step.	Rs.
Add one increment	Rs. 9	Add one increment	Rs. 16
Revised Basic Pay	Rs. 417	Revised Basic Pay	Rs. 701

ANNEXURE—B

JOB CLASSIFICATION

(PERIOD 1-1-86 to 31-12-87)

Grade I	Security Guard I, Service Staff I, Tank Lorry Attendant I, General Workman I, Sweeper I, Dak Peon I.
Grade II	Security Guard II, Service Staff II, Tank Lorry Attendant II, General Workman II, Sweeper II, Security Shift-in-Charge I, Dak Peon II, Mali I.
Grade III	Operator (Oil pumps/DG Stencilling) I, Operator (Pipeline) I, Tindal I, Light Vehicle Driver I, Operator (Electrical) I, Security Shift-in-Charge II, Store Attendant I, Operator Stencilling I, Carpenter, Despatch Peon I, Mali II.
Grade IV	Operator (Oil pumps/DG Stencilling) II, Operator (Pipeline) II, Tindal II, Light Vehicle Driver II, Operator (Electrical) II, Store Attendant II, Heavy Vehicle Driver I, Guazer I, Pump Fitter I, Despatch Peon II, Generator Mechanic I.
Grade V	Heavy Vehicle Driver II, Pump Fitter II, Guazer II, Jr. Assistant, Generator Mechanic II.
Grade VI	Steno, Draftsman-cum-Assistant, Sr. Assistant, Sr. Pump Fitter.
Grade VII	Selection Grade.

का. अ. 2083:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एम जी बी के मैंगनीज माईन्स प्राफ मै. उड़ीसा माईनिंग कॉर्पोरेशन के प्रबंधन के संबंध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, उड़ीसा भुवनेश्वर के पंचपद को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-7-91 को प्राप्त हुआ था।

S.O. 2083.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal Orissa, Bhubaneswar as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of SGBK Manganese Mines of M/s. Orissa Mining Corporation and their workmen, which was received by the Central Government on 10-7-1991.

ANNEXURE

INDUSTRIAL TRIBUNAL, ORISSA, BHUBANESWAR

PRESENT :

Shri R. K. Dash, LL.B., Presiding Officer, Industrial Tribunal, Orissa, Bhubaneswar.

Industrial Dispute Case No. 23 of 1987 (Central)
Bhubaneswar, the 28th June, 1991

BETWEEN

The Management of S.G.B.K. Manganese Mines of
M/s. Orissa Mining Corporation, At/P.O. Guruda,
Via : Joda, Dist. Keonjhar—First Party—Management

AND

Their workman Sri Bhagat Bahadur, (Smt. Sanibari Dei,
W/o deceased Bhagat Bahadur substituted as legal
representative)—Second Party—workman.

APPEARANCES :

Sri P. S. Kanoongo, Sr. Welfare Officer—For the First
Party—Management.

Sri B. Khillar, General Secretary, Orissa Mining Workers
Union—For the second Party—workman.

AWARD

The Government of India in the Ministry of Labour, in exercise of the powers conferred upon them by clause (d) of sub-section (1) and sub-section (2-A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), (hereinafter

referred to as the 'Act') and by their Order No. L-27012/22/85-D.III (B) dated 26th February, 1987 have referred the following dispute for adjudication by this Tribunal :—

"Whether the action of the management of S.G.B.K. Manganese Mines of M/s. Orissa Mining Corporation Ltd., At/P.O. Guruda, Via : Joda, Dist. Keonjhar in terminating the service of Shri Bhagat Bahadur, Chowkidar is justified? If not, to what relief is the worker entitled?"

2. A short narration of the case giving rise to the present dispute may be stated thus :—

M/s. Serajuddin and Co. was a lessee of S.G.B.K. Manganese Mine which was subsequently taken over by the Government of Orissa. To operate the said mines the Government appointed the Orissa Mining Corporation as an agent by an order dated 5-6-82 whereafter the Corporation thereafter called as the First Party-Management, commenced its work. All the employees working under the Ex-lessee were appointed on temporary basis for a period of three months to work in the post in which they had earlier been appointed and thereafter their period of employment was extended from time to time. The second party-workman was a Chowkidar under the First Party-Management. There having no charge of misconduct, insubordination or negligence in performing duty, his services were done away with by the First Party—Management by an order of retrenchment. This action of the First Party-Management has been referred to this Tribunal for adjudication as to whether the same is legal and justified.

3. The second party-workman in his statement of claims has pleaded that he was an old employee under M/s. Serajuddin and Co. who had taken lease of the Mines in question. After the said mine was taken over by the Government he was given fresh appointment by the First Party-Management on 18-6-82 to work in his previous post. While performing his duty as such, without any reason and rhyme the Management put an end to his service by an order of retrenchment without complying with the provisions of Section 25-N of the Act. He has therefore prayed that the impugned order of retrenchment be set at naught and he be reinstated in service with full back wages.

4. The First Party-Management, on the other hand has pleaded that after it was appointed as an Agent to operate the Mines by the State Government the machinery, tools and other implements had not been handed over to it, as a result the operation in the mines could not smoothly progress. In spite of that it went on making payment of wages to the machanical staff numbering more than 30 for

certain period. In addition to slow progress of work, there was fall of demand of Manganese Ore during the period from 1982 to 1984, as a result production was reduced necessitating reduction of the staff working under it. The First Party-Management, therefore, suggested to the workers Union that the services of 117 employees who were sitting idle should be dispensed with. As the suggestion was opposed by the representatives of the workers Union in the ground that those 117 workmen having worked for more than a decade have not been paid terminal benefits by the Ex-lessee, the First Party-Management considered their grievance sympathetically and allowed them to continue in their services on humanitarian ground. However, in due course, the Ex-lessee paid them terminal benefits whereafter discussion was held between the First Party-Management and the representatives of the Workers Union for reduction of the staff strength. After protracted discussion it was decided that services of 71 persons including the 15 who had already attained the age of superannuation were to be done away with. It was, however, agreed that the First Party-Management would consider to give fresh appointment to 18 persons out of those 71 workmen excluding 15 who had already retired attaining the age of superannuation on their being selected in an interview to be held by the Management. A bi-partite agreement was accordingly signed between the representatives of the First Party-Management as well as the Workers Union on 15-6-84 on the basis of which the second party-workman was retrenched from his service. As regards the non-compliance of the provisions of Section 25-N of the Act is concerned, it is pleaded that retrenchment notice was not necessary to be served upon the second party-workmen for the reason that his retrenchment from service was on the basis of the agreement, as aforesaid.

5. In view of the pleadings of the parties, the sole question for determination is whether the conditions precedent to the termination of the services of the second party-workman by an order of retrenchment had been complied with by the First Party-Management.

6. At the cost of repetition, I would like to mention here that the second party-workman has challenged the order of retrenchment passed against him on the ground of non-compliance of the mandatory provisions of Section 25-N of the Act. On the other hand the case of the First Party-Management is that as the order of retrenchment is based on an agreement, the conditions as laid down in Section 25-F or 25-N of the Act are not attracted.

Before answering to the points raised by the parties as aforesaid, at the outset it is necessary to give a finding as to whether Section 25-F or 25-N of the Act is applicable to the present case.

Section 25-F is covered under Chapter V-A whereas Section 25-N under Chapter V-B of the Act. The later chapter applies to an industrial establishment in which not less than hundred workmen are employed on an average per working day for the preceding twelve months. On the other hand, Section 25-A envisages that Chapter V-A shall not apply to an industrial establishment to which Chapter V-B applies.

The Senior Welfare Officer appearing for the First Party-Management in course of argument fairly concedes that the number of employees working in S.G.B.K. Manganese Mines on an average per working day is more than hundred. In view of such submission, I have no hesitation to hold that Section 25-N and not 25-F applies to the present case.

A cursory look at Section 25-N would indicate that where a workman has been in continuous service for not less than one year under an employer, he shall not be retrenched unless he has been given three month's notice in writing indicating the reasons for retrenchment and the period of notice has expired or he has been paid in lieu of such notice wages for the period of notice and further prior permission of the appropriate Government or such authority has been obtained on an application made in that behalf. It further provides that such application for permission shall be made by the employer in the prescribed manner and a copy of such application shall be served simultaneously on the workman.

In the present case, there is no evidence on record that mandatory provisions of Section 25-N of the Act as stated above had been complied with by the Management while taking away the job of the second party-workman and therefore, the order of retrenchment being void ab initio has to be set at naught. Conceding for a moment that Section 25-F of the Act applies to the present case, then question arises whether Ext. A can be said to be a bi-partite agreement between the First Party-Management and the representatives of the workers Union on the basis of which the second party-workman Bhagat Bahadur, Chowkidar was retrenched from service. From the nomenclature of Ext. A it appears that it was a minutes of discussion held between the First Party-Management and the representatives of the Orissa Mining Workers Union. On a close scrutiny of the said document, I find that the persons named as representatives of the Union have not appended their signature. Besides, there is no evidence on record that those persons were in fact the representatives of the Workers Union. It need be mentioned here that when a party wants to derive benefit from the contents of a document, onus lies upon him to prove its genuineness. In the present case genuineness of Ext. A having not been proved by the First Party-Management, I am not inclined to accept the same and to act upon it. In addition to it, Ext. A also - can not be termed as a settlement between the parties. The word 'settlement' defined in Section 2(p) of the Act means a settlement arrived at in the course of conciliation proceeding, and includes a written agreement between the employer and, workmen arrived at otherwise than in the course of conciliation proceeding where such agreement has been signed by the parties thereto in such manner as may be prescribed and a copy thereof has been sent to an Officer authorised in this behalf by the appropriate Government and the Conciliation Officer.

Rule 58 of the Industrial Dispute (Central) Rules provides that a settlement arrived at in course of conciliation proceeding or otherwise shall be in form-H. Admittedly, there is no evidence in the present case that Ext. A, the so-called settlement, was drawn up in Form-H. Moreover, according to sub-rules (4) of Rule 58, copies of such settlement signed by the parties jointly shall be sent to the Central Government, Chief Labour Commissioner (Central), New Delhi and Regional Labour Commissioner (Central) and to the Asst. Labour Commissioner (Central). It is neither pleaded by the First Party-Management nor any evidence has been led by it that copies of Ext. A had at all been sent to the authorities named above. So, on a consideration of the totality of the evidence, I am of the opinion that Ext. A cannot be pressed into service by the First Party-Management as a settlement to get rid of the mandatory provisions of law.

Apart from what have been stated above, there is absolutely no evidence led by the First Party-Management that it had obtained prior permission from the Central Government for terminating the services of the second party-workman by an order of retrenchment.

7. Thus, on an analysis of the materials on record, as discussed above, I would unhesitatingly hold that the retrenchment of the second party-workman from his service is illegal and unjustified.

8. Now coming to the question as to what relief the second party-workman is entitled, in my opinion, it would not be inappropriate to pass an order to reinstatement in service.

The next question arises whether the second party-workman shall be allowed to get full back wages. It is specifically pleaded by the First party-Management that the financial condition of S.G.B.K. Manganese Mines has been deteriorated for various reasons. In the circumstance therefore, ends of justice would be met if the second party-workman is allowed to get 50% of his back wages.

9. In view of my discussions made above, I hold that the order of termination of the second party-workman being illegal and unjustified, he shall be reinstated in service with 50% back wages.

The reference is answered accordingly.
Dictated and corrected by me.

[No. L-27012/22/85-D.III (B)]

का. अ. 2084 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार राजहारा आयरन ओर माईन्स आफ भिलाई स्टील प्लांट, भिलाई के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निम्नित औद्योगिक विवाद से केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-7-91 को प्राप्त हुआ था।

S.O. 2084.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Jabalpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of Rajhara Iron Ore Mines of Bhilai Steel Plant Bhilai and their workmen which was received by the Central Government on 10-7-1991.

ANNEXURE

BEFORE SHRI V. N. SHUKLA, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/LCR(42)/1987

PARTIES :

Employers in relation to the management of Rajhara Iron Ore Mines of Bhilai Steel Plant, Bhilai, District Durg (M.P.) and their workman Shri Govind Singh S/o Mal Singh, Quarter No. 336, Street No. 40, Panderdalli, P.O. Dallirajhara, District Durg (M.P.)

APPEARANCES :

For Workman—Shri P. K. Sengupta.

For Management—Shri P. N. Bhojwani.

INDUSTRY : Iron Ore Mining DISTRICT : Durg (M.P.)

AWARD

Dated, the 1st July, 1991

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. L-26012/36/85-D.III (B) dated 14th April, 1987, for adjudication of the following dispute :—

"Whether the management of Bhilai Steel Plant is justified in not recording the date of birth of Shri Govind Singh Shovel Operator as 24-4-1929 on the basis of Medical opinion of the management? If not to what relief the employee is entitled?"

2. Facts leading to this case are that Shri Govind Singh was employed with the management. His date of birth recorded in his service papers was 26-1-1927. He was retired with effect from 31-1-1985 on attaining the age of superannuation i.e. 58 years. The age recorded in the service papers was not supported by any document. Hence the management in order to verify his correct age sent him for Medical Examination. The Medical Examination was held on 24-2-1972. Some other workmen viz. S/Shri N. I. David, Madanlal and Parasiaya were also examined medically during the time. His date of birth was found to be 43 years at the time of Medical Test.

3. The workman says that when his family was ruined during invasion of Pakistan in Jammu Area he came to Bhilai and got the service with the management. As the workman had no knowledge of his date of birth and also did not have any authentic proof of his date of birth like birth registration certificate or any other School Certificate he could not produce any of them. However, tentative date of birth as 26-1-1927 was recorded by the management. Declaration or form was never explained to him. Later on

he was sent for Medical Examination for authentication of his age and the Medical Officers of the management declared him to be 43 years old. His date of birth should have been fixed as 24th April 1929 as the correct date on the basis of medical test report given by the employers own Medical Officer Incharge of Rajhara Mine. Despite his protest his date of birth was not changed though this favour was given to S/Shri N. I. David, Madanlal and Parasiaya the workmen of Rajhara Mine on the basis of medical test. This was discriminatory. His date of birth should be accordingly corrected and date of superannuation be changed. Accordingly he has prayed for the following reliefs :—

- The date of birth of the workman be declared as 24-4-1929 based on the Medical opinion of the employer's Medical Officer Incharge.
- Order be passed to reinstate the workman with effect from 31-1-1985 with full back wages and benefits as stated in paras (8) to (12) both inclusive as attended benefits.
- Costs and other reliefs.

4. The case of the management in substance is that since Shri Govind Singh has retired he is no more a workman within the meaning of Section 2(s) of the I. D. Act. This is not an industrial dispute. The reference is not competent. Cases of other workmen are entirely different than that of Shri Govind Singh. The date of birth recorded by the Medical Officer was based on physical appearance and age given by Shri Govind Singh. Hence it is not authentic date and therefore as per rules it was not accepted. His Medical Examination was also not properly conducted. Shri Govind Singh is not entitled to any relief and the reference is liable to be dismissed.

5. Reference was the issue in this case.

6. Before dealing with the evidence part of this case I must reproduce the relevant part of the written statement (para 7) of the management—

"It is further submitted that Shri Govind Singh had not submitted any authentic document in support of his date of birth. According to the rules of the Company the age/date of birth declared by an employee in the absence of authentic proof is to be corroborated by Medical Certificate. In the instant case also Shri Govind Singh did not submit any authentic proof of his date of birth. Therefore, he was sent for medical examination. He was examined on 25-4-72 and on that date he declared his age 43 years and by appearance also he appeared to be of the same age by the Doctor. The visual assessment is not conclusive and final and possibility of difference of 5 to 6 years is permissible. In the instant case the difference between the age declared by the employee and what he declared subsequently before the Medical Officer was only two years and, therefore, his declaration earlier made was considered as final and no change was called for."

7. It is almost a settled law that a retired workman is a workman well within the definition of Section 2(s) of the I.D. Act and the point raised is just for the sake of raising a point and nothing else. Hence it is not necessary to deal with this aspect of the case and I hold that the workman concerned is a workman well within the meaning of Section 2(s) of the I. D. Act.

8. Obviously not being satisfied with the declaration given by the workman the management as per its own pleadings referred his case for medical examination and if his own Dr. declared him to be 43 years of age as per Ex. M/2 the same should be accepted. There is no substance in the pleadings that because there was only a difference of two years between the declaration given by him and medical certificate, he could not be given concession on the basis of the medical certificate. If the test was not properly held it was the duty of the management to get test held again properly and find out the correct age of the workman. How

the case of the present workman is different from other workman in determination of their age on the basis of their medical certificates has also not been shown or proved. Natural justice requires that the benefits should be given to the workman concerned because it was the management who was not satisfied with the declaration given by the workman which, of course, was not supported by any proof. No other material point is in issue that calls for discussion. That being so, management should have accepted his date of birth to be 24-4-1929 and superannuated him accordingly. I accordingly record my findings as follows :—

1. That the date of birth of the workman is 24-4-1929.
2. The workman is entitled to be reinstated and his superannuation calculated on the basis of his date of birth i.e. 26-1-1927 is set aside. He is accordingly entitled to full back wages and consequential benefits based on his date of birth as 24-4-1929.
8. Reference is answered as under :—

The management of Bhilai Steel Plant is not justified in not recording the date of birth of Shri Govind Singh Shoval Operator as 24-4-1929 on the basis of Medical opinion of the management. He is entitled to be reinstated with all back wages and other benefits till the date he attained the age of superannuation based on date of birth as 24-4-1929. No order as to costs.

V. N. SHUKLA, Presiding Officer

[No. L-26012/36/85-D.III (B)]

S. S. PARASHER, Under Secy.

नई दिल्ली, 9 जुलाई, 1991

का. आ. 2085 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार लाचीपुर कोलियरी आफ म. ई. सी. लि. के प्रबन्धन के संबंध निषेधकों और उनके कर्मचारों के बीच प्रबन्धन में निषिद्ध औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, आसन सोल के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-7-91 को प्राप्त हुआ था।

New Delhi, the 9th July, 1991

S.O. 2085.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Asansol as shown in the Annexure to the Industrial Dispute between the employers in relation to the management of Lachipur Colliery of M/s. E.C. Ltd., of their workmen, which was received by the Central Government on 5-7-1991.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL ASANSOL

Reference No. 52/90

PRESENT :

Shri N. K. Saha, Presiding Officer.

PARTIES :

Employers in relation to the management of Lachipur Colliery of M/s. E.C. Ltd.

AND

Their Workman.

APPEARANCES :

For the Employers—Sri P. K. Das, Advocate.

For the Workman—Sri B. Kumar, Joint Secretary of the Union.

INDUSTRY : Coal

STATE : West Bengal

Dated, the 10th June, 1991

AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred on them by clause (d) of sub-section (1) and sub-section (2-A) of Section 10 of the Industrial Disputes Act, 1947 has referred the following dispute to this Tribunal for adjudication vide Ministry's Order No. L-22012(159)/90-IR (C. II) dated the 14th November, 1990.

SCHEDULE

"Whether the action of the management of Lachipur Colliery of M/s. E.C. Ltd., P.O. Kajorugram, Dist. Burdwan, in dismissing Sri Gantai Nayak, Wagon Loader w.e.f. 16-7-85 is justified? If not, to what relief is the concerned workman entitled?"

2. The case of the workman Sri Gantai Nayak, Wagon Loader, in brief is that from 8-11-83 he was absent from duty due to unavoidable circumstances beyond his control due to his illness and he came to join his duty on 23-10-84. But he was served with a chargesheet and after a domestic enquiry he was dismissed from service w.e.f. 16-7-85. Then a dispute was raised on his behalf. But the attempts of conciliation failed. The matter was sent to the Ministry of Labour and ultimately the Ministry of Labour has referred the dispute to this Tribunal for adjudication.

3. The case of the management in brief is that the concerned workman was absent from duty without any leave or authority w.e.f. 8-11-83 for a continuous period and for his unauthorised absence from that date a chargesheet dated 22-10-84 was served upon him and on the basis of the result of the domestic enquiry he was rightly dismissed from service as he had no reasonable explanation for his absence for such a long period. The management has also denied the other material averments made by the union in the written statement.

4. The union initially raised objection that the domestic enquiry was not properly and fairly held. That point came up for hearing as a preliminary issue. But on 31-5-91 the union ultimately gave up that plea and the learned Lawyer submitted that the preliminary issue, regarding fairness and validity of the domestic enquiry, is no more pressed. So it must be held that the concerned workman was rightly found guilty by the management and this Tribunal has no power to re-open the case on merits.

5. According to Section 11-A of the Industrial Disputes Act this Tribunal is now only to consider whether the punishment imposed upon the concerned workman is proportionate with the offence committed by him. I find that the workman was absent for about a period of one year from 8-11-83 without any leave or authority. The workman could not produce any satisfactory evidence to show that he was really ill as claimed by him. But the fact remains that in these hard days a poor workman absented himself from duty for about one year and went on without pay. This fact alone indicates that he had surely some difficulty for which he could not come back to his duty. Considering that aspect I find that the dismissal from service for such absence is not proportionate with the offence. I find that in a case like the present one if the entire back wages is forfeited that would be proper punishment.

6. In the result I find that the dismissal from service of the concerned workman w.e.f. 16-7-85 is not justified. He shall be reinstated in service with immediate effect, but without any back wages. His entire back wages is forfeited as penalty.

This is my award.

N. K. SHAH, Presiding Officer

[No. L-22012/159/90-IR (C-II)]

का. आ. 2086 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बानोरा कोलि-यरी आफ मै. ई. सी. लि. के संघर्ष के संबन्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण आसारनमोल के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-7-91 को प्राप्त हुआ था।

S.O. 2086.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Asansol as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bhanora Colliery of M/s. E.C. Ltd., and their workmen, which was received by the Central Government on the 5-7-91.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL ASANSOL

Reference No. 46/89

PRESENT :

Shri N. K. Saha, Presiding Officer.

PARTIES:

Employers in relation to the management of Bhanora Colliery of M/s. E.C. Ltd., P.O. Charanpur, Dist. Burdwan.

AND

Their Workman

APPEARANCES:

For the Employers—Sri P. Banerjee, Advocate.

For the Workman—Sri B. Kumar, Joint Secretary of the union.

INDUSTRY : Coal. STATE : West Bengal.

Dated. the 11th June, 1991

AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred by them by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 has referred the following dispute to this Tribunal for adjudication vide Ministry's Order No. L-22012(132)/89-IR(C.II) dated the 3rd/6th November, 1989.

SCHEDULE

"Whether the action of the Management of Bhanora Colliery of M/s. Eastern Coalfields Ltd., P.O. Charanpur, Dist. Burdwan in not declaring permanent and regularising Smt. Manjura Hari, Casual Wagon Loader, as a General Mazdoor Ct. I basing on her attendance for the years from 1983 and job performed by her was justified? If not, to what relief the workman concerned was entitled?"

2. The case of the union in brief is that the concerned worker Smt. Manjura Hari is a Casual Wagon Loader of Bhanora Colliery since 1972. As Casual Wagon Loader she had rendered service for 284 days in 1983, 270 days in 1984, 248 days in 1985 and 259 days in 1987. She has completed more than 240 days of attendance every year since 1983 and onwards. But the management has not taken her in the roll of permanent employees ignoring all the norms and rules. So a dispute was raised on her behalf by the union. But the attempts of conciliation failed. The matter was sent to the Ministry of Labour and ultimately the Ministry of Labour has referred the dispute to this Tribunal for adjudication.

3. The management has filed written statement contending inter-alia that it is true that Smt. Manjura Hari is a Casual Wagon Loader of Bhanora Colliery. But her attendance for 240 days for some years does not give her any right to be declared as a permanent worker of the management. There is no substance in her claim. The present Reference is not also maintainable as the union has no locus-standi to spouse the dispute. The management has also denied the other material averments made by the union in the written statement.

4. At the very outset the learned Lawyer for the management has urged before me that the present Reference is not maintainable as the concerned union had no locus-standi to spouse any dispute on behalf of the concerned worker. He has urged before me that the union is a body corporate and to spouse a dispute on behalf of the workman there must be resolution of the governing body and on the basis of that resolution a dispute may be raised on behalf of the workman. He has urged before me that in this case the management called for the relevant documents from the union. But the union has failed to produce the same. On the other hand Sri Bijoy Kumar (WW-2) on behalf of the union has stated that he cannot say whether there was any resolution for spousing the dispute of Smt. Manjura Hari. He is the Joint Secretary of the concerned union. By pointing out the same the learned Lawyer for the management has urged before me that he Court must draw adverse presumption u/s. 114(g) of the Indian Evidence Act against the union and shall hold that there was no resolution and on that score the Tribunal must hold that the present Reference is not maintainable.

We find from the documents proved by WW-2 Sri Bijoy Kumar that Smt. Manjura Hari was a member of the concerned union (Exts. W12 & W-2/1). As Manjura Hari is a member of the concerned union, I find that in view of the principles laid down in the case reported in 1970 Lab. I.C. page 611 and S.C.L.J. Vol. 15 page 204, the present Reference is maintainable though no resolution has been produced by the union.

5. Secondly the learned Lawyer for the management has urged before me that there was inordinate delay in raising the dispute on behalf of the worker. He has urged before me that according to the union Smt. Manjura Hari rendered service more than 240 days in 1983, but no dispute was raised immediately after that. By pointing out the same he has urged before me that Smt. Manjura Hari is not entitled to get any relief due to such inordinate delay. But I am unable to look eye to eye with the learned Lawyer of the management on this point. There is no period of limitation prescribed for spousing any dispute under the Industrial Disputes Act. So I find that delay cannot defeat the claim of the workman.

6. Thirdly it has been contended from the side of the management that the worker was not a permanent employee and she did not render continuous service. On this point he has taken me through the Model Standing Order Clause 3(b) page 31 and Section 25-B of the Industrial Disputes Act. With due respect to his contention I like to say that this case has some special features and now the settled position of law is that an employee acquires the right of a permanent worker if he has rendered 240 days total service in a particular calendar year. In the instant case it is admitted that Smt. Manjura Hari rendered service for more than 240 days in several years which is apparent from Ext. M-3/4 which reads as follows :

"Eastern Coalfields Limited Bhanora Colliery.

Attendance particulars of Smt. Manjura Hari, Casual Wagon Loader.

Year	Days
1983	259
1984	270
1985	257
1986	266
1987	279
1988	276
1989	294

Sd/-Agent
30/7

Bhanora (R) Colliery."

Considering the said chart of attendance I have no hesitation to hold that Smt. Manjura Hari has acquired the right of a permanent employee of the colliery. The learned Lawyer for the management has cited before me the order passed by the Hon'ble Supreme Court in Writ Petition (Civil) 977 of 1987. By citing that order of the Hon'ble Supreme Court the learned Lawyer for the management has urged before me that this Court has no jurisdiction to pass an order directing the management to take Smt. Manjura Hari in the permanent roll of the employees of the colliery. Considering all the facts and circumstances of the instant case, I am unable to look eye to eye with the learned Lawyer of the management.

7. I have already mentioned that this case has some special features. From the statement of MW-1 Sri Asim Kumar Chatterjee we find that after introduction of a machine 'Pay Loader' operated by a single man for loading coal, the permanent wagon loaders and casual wagon loaders were declared as surplus. But according to him the casual wagon are still given work for different purposes. From his statement I find that still Smt. Manjura Hari has been working in the colliery as a casual worker. Manjura Hari in her statement as WW-1 has stated that she wants the status of a permanent worker from now. I find that the claim is reasonable as she has rendered continuous service of 240 days in several years since 1983 as shown in Ext. M-3/4.

8. In the result I find that the management of Bhanora Colliery of Eastern Coalfields Ltd., was not justified in not declaring Smt. Manjura Hari permanent and regularising as a General Mazdoor Category-I. I find that she must be given the status of permanent employee of General Mazdoor Category-I w.e.f. January, 1984. But she will get all the monetary benefits w.e.f. 1-7-91 and onwards.

This is my award.

N. K. SAHA, Presiding Officer.

[No. L-22012/132/89-IR(C-II)]

का. घा. 2037:—प्रौद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार माधुजोर कोलियरी प्राफ ई. सी. लि. के प्रबन्धन के सबब नियोजकों और उनके कर्मचारों के बीच, प्रमुख में निर्दिष्ट प्रौद्योगिक विवाद में केन्द्रीय सरकार प्रौद्योगिक अधिकरण आभारमोल के पंचवट को प्रकाशित करती है जो केन्द्रीय सरकार को 5-7-91 को प्राप्त हुआ था।

S.O. 2087.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Asansol as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Madhujore Colliery of M/s. E.C. Ltd., and their workman, which was received by the Central Government on the 5-7-91.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL ASANSOL

Reference No. 10/90

PRESENT :

Shri N. K. Saha, Presiding Officer.

PARTIES:

Employers in relation to the management of Madhujore Colliery of M/s. E.C. Ltd.

AND

Their Workman

APPEARANCES.

For the Employers—Sri P. K. Das, Advocate.

For the Workman—Sri Bijoy Kumar, Joint Secretary of the union.

INDUSTRY : Coal.

STATE : West Bengal.

Dated, the 20th June, 1991

AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred on them by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 has referred the dispute to this Tribunal for adjudication vide Ministry's Order No. L-22012(224)/89-IR(C.II) dated the 8th February, 1990.

SCHEDULE

"Whether the action of the Management of Madhujore Colliery of M/s. Eastern Coalfields Ltd. (Jaipuria Kajora Unit) in dismissing Sri Mishri Lal Tandon, Security Guard, w.e.f. 16-4-87 is justified? If not, to what relief the workman concerned is entitled?"

2. The case of the union in brief is that the concerned workman Sri Mishri Lal Tandon was a Security Guard of Madhujore Colliery under Eastern Coalfields Ltd. He had unblemish and spotless service record. On 26-8-86 while the workman was on duty he was over-powered by some men. Those men entered inside the colliery office. So the management issued a chargesheet to the workman on the ground of misconduct. The workman gave a written reply. But the management was not satisfied. Then a domestic enquiry was started against the workman and in that enquiry he was found guilty and ultimately he was dismissed from service w.e.f. 16-4-87.

3. The union raised dispute through the A.L.C. But the attempts of conciliation failed. The matter was sent to the Ministry of Labour and ultimately the Ministry of Labour has referred the dispute to this Tribunal for adjudication.

4. The case of the management in brief is that the concerned workman Sri Mishri Lal Tandon was a Security Guard of the colliery. On 26-8-86 he was on duty in the general shift at the Agent's Office gate with gun for guarding the office in between 8 a.m. to 12.30 p.m. and 2.30 p.m. to 5 p.m. He was given instruction to keep the gate open for one man ingress and egress. But the workman failed to comply with that direction and as a result on that date at about 9.30 a.m. about 30/40 persons of Village Kalipur entered in the Agent's Office in a body and the said persons abused and manhandled the Agent while he was in his office. So the workman was served with a chargesheet for misconduct and after domestic enquiry he was rightly dismissed from service. The management has denied all the material averments made by the union in the written statement.

5. The union challenged the propriety and validity of the domestic enquiry. After hearing the preliminary point on that issue this Tribunal has come to a finding that the domestic enquiry was properly and fairly held and no principle of natural justice was violated (vide order dated 10-5-91). So it stands now that the workman was rightly held guilty in the domestic enquiry.

6. According to Section 11-A of the Industrial Disputes Act this Tribunal has no power to re-open the case on merits but has ample jurisdiction to see whether the punishment imposed in this case is proportionate with the offence committed by the workman. In this case we find that admittedly the concerned workman was a Security Guard. From the materials before me. I find that the Security Guard was practically over-powered by 35/40 persons of Village Kalipur and they entered inside the office and abused and manhandled the Agent. It has been urged before me from the side of the management that he did not use the gun to stop the persons who entered inside the office through the gate.

Considering all the facts and circumstances, I find that the concerned workman practically did not get any opportunity to use the gun or he did not venture to use the gun. But I find that he did not keep the gate open as per instruction for one man ingress and egress and that was his fault. So

considering the nature of that fault I find that the dismissal for such a fault cannot be treated as proportionate punishment. I find that in the instant case the punishment imposed upon the workman was not proportionate with the offence committed by him.

7. It has been urged before me by the learned Lawyer of the union that the clause of the Standing Order violated by the workman was not mentioned in the charge-sheet. It is true but that does not vitiate the proceeding as a whole as the union and the workman understood the offence committed by the workman. I find that in a case like the present one if the 50% of back wages be forfeited by way of penalty, that would meet the ends of justice.

8. In the result I find that the management was not justified in dismissing the concerned workman Shri Mishri Lal Tandon, Security Guard w.e.f. 16-4-87. The concerned workman shall be reinstated in service with immediate effect with 50% of back wages.

This is my award.

N. K. SAHA, Presiding Officer.

[No. I-22012/224/89-IR(C-II)]

का. आ. 2058—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार माधैपुर कोलि-यरी आफ मे. ई. सी. लि. के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निश्चित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, आमानसोल के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-7-91 को प्राप्त हुआ था।

S.O. 2088.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Asansol as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Madhaipur Colliery of M/s. E.C. Ltd., of their workmen, which was received by the Central Government on the 5-7-91.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL
TRIBUNAL, ASANSOL

Reference No. 13/91

PRESENT :

Shri N. K. Saha, Presiding Officer.

PARTIES :

Employers in relation to the Management of Madhaipur
Colliery of M/s. E.C. Ltd.

AND

Their Workman

APPEARANCES :

For the Employers—None.

For the Workman—None.

INDUSTRY : Coal.

STATE : West Bengal.

Dated, the 6th June, 1991

AWARD

The Government of India in the Ministry of Labour in exercise of the power conferred on them by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 has referred the following dispute to this Tribunal for adjudication vide Ministry's Order No. L-22012(396)/90-IR(C.II) dated the 22nd March, 1991.

1834 GI/91—5.

SCHEDULE

"Whether the action of the management of Madhaipur Colliery of M/s. E.C.L., P.O. Nutandanga, Dist. Burdwan in denying implementation of NCWA-1 in respect of Shri Jan Mahmud S/o. Sk. Rahman Boiler Fitterman is justified? If not, to what relief is the concerned workman entitled?"

2. This Reference was received by this Tribunal on 2-4-91. Then registered notice was issued upon both the parties fixing 19-4-91 for filing written statement by the parties. The registered notice was duly served upon the Organising Secretary of the concerned union on 5-4-91. But none appeared on 19-4-91. For ends of justice the case was adjourned to 2-5-91, then 17-5-91 and lastly on 6-6-91. But none has appeared for the union on any of the dates nor any step has been taken by the union. So it seems to me that the union is not interested to proceed with the case as no dispute exists. So I have no other alternative but to pass a no dispute award in this case and accordingly a no dispute award is passed.

N. K. SAHA, Presiding Officer

[No. L-22012/396/90-IR(C-II)]

नई दिल्ली, 12 जुलाई, 1991

का. आ. 2089—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार में सिंगरेनी कोलिरी कम्पनी लि., के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निश्चित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण आन्ध्र प्रदेश के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-7-91 को प्राप्त हुआ था।

New Delhi, the 12th July, 1991

S.O. 2089.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Andhra Pradesh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Singareni Colliery Company Limited of their workmen, which was received by the Central Government on the 9-7-91.

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL AT
HYDERABAD

PRESENT

Sri G. Krishna Rao, B.A., B.L., Industrial Tribunal.
Dated the Twenty Fourth day of June, Nineteen hundred
and ninety one.

Industrial Dispute No. 44 of 1988

BETWEEN

The workmen of Singareni Collieries
Company Ltd., Kothagudem Collieries
Kothagudem Collieries.

.. Petitioner

AND

The Mangement of M/s. Singareni
Collieries Company Ltd.
Kothagudem Collieries,

Khammam District.

Respondent.

APPEARANCES :

S/Sri J. Viswanath Reddy and R. N. Reddy, Advocates
for the petitioner/workmen.

M/s. K. Srinivasa Murty, G. Sudha, V. Usha Rani and
A. Visalakshi, Advocates for the respondent—
Mangement.

AWARD

This reference was made by the Government of India, Ministry of Labour by its Order No. L-21012/109-87 D. III(B) dt. 14-4-1988 for adjudication of dispute between the Management of M/s. Singareni Collieries Company Limited and their workmen setting forth the point for adjudication in the schedule appended thereto as follows :

"Whether the demand of Andhra Pradesh Colliery Mazdoor Sangh, Opp. Head Post Office, Kothagudem Collieries P.O. Khammam District (AP) 507101 for confirmation of Sri G. Ravinder Rao, Operator 7 Shaft, Singareni Collieries Co. Ltd., Kothagudem as Operator Cat. VI is justified? If so what relief is the workman entitled to?"

2. This reference was registered as I.D. No. 44 of 1988 on the file of this Tribunal. After issuing the notice to the parties, both the parties put in their appearance and the petitioner filed the claims statement on 16-5-88 and the respondent filed the counter on 15-7-88.

3. The averments of the claims statement filed by the petitioner read as follows :

The petitioner submits that Sri G. Ravinder Rao was appointed as Badli Filler with effect from 13-7-1981, later promoted as General Mazdoor Category I with effect from 1-10-1982 and he is working at the 7 Shaft Mine, Kothagudem Area from the date of appointment under the control of the respondent herein. The petitioner submits that Sri G. Ravinder Rao worked as S.D.L. (Side Dumper Loader) Machine operator, Category VI, from the date of its installation i.e. from January 1983 continuously in a clear vacant post and he was paid category VI wages. The petitioner submit that Sri G. Ravindra Rao was also given authorisation to work as operator on 30-10-1985 under Coal Mines Regulations, 1957 after working for 10 months and on the request of Sri G. Ravindra Rao. The petitioner submits that although Sri G. Ravindra Rao was working as S.D.L. Operator he was designated as Cableman Category III with effect from 1-1-1984, but later also he was asked to work as S.D.L. operator and he was paid category VI wages only. The petitioner submits that Sri G. Ravindra Rao was continued in the job as operator on acting basis but his services as operator were not regularised by the respondent and thus he represented the matter under grievance procedure on 19-4-85. The petitioner submits that Sri G. Ravindra Rao was not considered for promotion as Operator, Category VI and in turn he was not allowed to work as operator with effect from 1-1-1986 and some other person by name Sri Akram Hussain was engaged in his place on acting basis only. The petitioner union gave a strike notice dt. 1-1-1986 demanding the settlement of the pending demands and the claim of Sri G. Ravindra Rao was included as demand No. 3 in the charter of demands. The petitioner state that the Asst. Labour Commissioner(C), Vijayawada, initiated talks on the strike notice and before him on 13-2-1986, the management agreed to consider the case of Sri G. Ravindra Rao favourably. The petitioner submit that Sri G. Ravindra Rao was promoted as Tyndal IV Category on which he never worked and he was not promoted as Operator. Thus the petitioner union raised an industrial dispute before the Assistant Labour Commissioner demanding category VI to Sri G. Ravindra Rao and the same was admitted in conciliation, but the management did not accept to promote Sri G. Ravindra Rao as operator category VI and that the conciliation ended in failure and the Assistant Labour Commissioner sent his failure report to the Secretary to Government of India vide his letter dated 20-12-87. The Government of India declined to refer the industrial dispute for adjudication to industrial tribunal vide their letter dated 11-1-1988 and this order is questioned in Writ petition No. 1375-88 before the Hon'ble High Court. While the writ petition is pending before the Hon'ble High Court the Government of India wrote a letter No. L-21012/109/87-DIII(B) dt. 12-3-88 to the petitioner's counsel informing him that the Government of India decided not to contest the matter. Therefore the Writ Petition was allowed by the Hon'ble High Court on 11-3-88 and directed the Government of India to refer the dispute for adjudication. And the Govern-

ment of India was pleased to refer the dispute to this Hon'ble Tribunal for adjudication. The petitioner submits that it is the existing procedure in all the mines of the Singareni Collieries Company that the lower category people are allowed to act in higher category posts and their services are regularised in higher posts after one year. The petitioner submit that Sri G. Ravindra Rao worked in the post of Operator Cat. VI continuously without any break in the clear vacancy post for more than three years and he is entitled for his regularisation in the post of operator Cat. VI. The respondent also agreed before the Assistant Labour Commissioner(C) Vijayawada on 13-2-86 in conciliation proceedings to consider his case favourably. The petitioner submit that the management failed to consider the case of Sri G. Ravindra Rao as agreed and did not promote him as operator Cat. VI. The petitioner submits that Sri G. Ravindra Rao alleged in his representation to the management and the petitioner union also wrote to the conciliation officer that Sri Silveri Shankar and Sri Yadagiri Cablemen, who were having less acting experience than Sri G. Ravindra Rao were promoted as operators. It is further submitted that it is also alleged in our representations that one Sri Heeralal Korla, Conveyor Khalasi who never acted as operator was also promoted as Operator. It is submitted that this discrimination was not answered by the management before the Assistant Labour Commissioner Vijayawada. The petitioner submit that the respondent management adopted the victimising attitude towards Sri G. Ravindra Rao to suppress his union activities since he is the organising secretary of the petitioner union. The petitioner submit that even recently also Sri Akram Hussain and B. Prakash Rao who are juniors to Sri G. Ravindra Rao were promoted as operators, but the case of Sri G. Ravindra Rao is not considered. It is therefore, prayed that this Hon'ble Tribunal may be pleased to hold the demand of the petitioner union with regard to confirmation of Sri G. Ravindra Rao as operator Cat. VI is justified and direct the respondent management to place Sri G. Ravindra Rao in Cat. VI and designate him as Operator with effect from January, 1983 or otherwise he will be put to great hardship and irreparable loss.

4. The averments of the counter filed by the respondent read as follows:

At the outset this respondent denies the various allegations made in the claims statement except those are specifically admitted herein and petitioner is put to strict proof of the same. Paragraph No. 1 being reference need no reply with reference to paragraph No. 2 it is true that Sri G. Ravinder Rao was appointed as Badli Filler on 13-7-1981, later appointed as General Mazdoor Cat. I (One) with effect from 1-10-1982 and working at VK 7 Shaft, Kothagudem, from the date of his appointment under the control of the Colliery Manager, V.K. No. 7 Incline. The petitioner's contention that Sri G. Ravinder Rao worked as Machine Mining Operator in Cat. VI from the date of its installation i.e. from Jan. 1983 continuously, in a clear vacant post, is not correct and totally false. It is submitted that in January 1983 side dumper loaders (SDLs) were started at VK shaft on experimental basis. It may be noticed that Machine Mining Operators job is a highly skilled job and general mazdoors cannot be posted, unless workmen is not knowing the mechanism. Here side dump loader is a new one and Sri G. Ravinder Rao being General Mazdoor is not knowing the operational mechanism, still Management paid him the difference of wages as and when he was engaged on the machine under the constant supervision of an engineer for some time. Further, the project itself was started on an experimental basis and as such there will not be any permanent post as claimed by the petitioner. Sri G. Ravinder Rao was promoted as Cableman in Cat. III vide office Order No. ACME(K)(P.31)2541 dated 18-12-1983 with a view to train up him on various jobs of the project. As per coal mines regulations, 1957 whenever any employee is engaged on competency jobs the

workman will be given an authorisation to that effect. Based on this principle, authorisation was given temporarily to Sri G. Ravinder Rao. Whenever he was engaged on higher category, he was paid the difference wages i.e. acting allowance. The allegation that Sri G. Ravinder Rao worked as Machine Mining Operator from Jan. 1983 continuously in a clear vacant post and he was paid Cat. VI wages is totally false, as Project itself is new one and at Project stage on permanent posts were there but with an intention to demand confirmation the petitioner union has chosen to make this allegation. It is submitted that Sri G. Ravinder Rao was working as General Mazdoor and he got promotion as Cableman in the year 1984 i.e. on 1-1-1984 but the allegation that while he was working SDL operator he was designated as Cableman-Cat. III is totally false. Sri G. Ravinder Rao acted as Machine Mining Operator but was never posted as Machine Mining Operator in permanent vacancy. The material facts have been stated in wrong perspective by the union. It may be noticed that if any workman acts in higher category and receives acting allowance during the acting period cannot claim right to regularise in the same higher post without following the regular recruitment/promotion procedures. It is true that Sri G. Ravinder Rao made representation to the Management on 19-4-1985 and Management explained him about the recruitment procedure and also the eligibility criteria required for a workman to get promotion to Cat. VI. The allegation that Sri G. Ravinder Rao was not considered for promotion to work as operator in Cat. VI does not arise as he was not posted in a permanent vacancy merely based on acting. Sri G. Ravinder Rao cannot compare his case with Sri Akram Hussain. It may be noticed that Sri Akram Hussain who has been working in the Machine Mining Section since the inception of the project was given acting jobs on AM-50. Moreover Sri Akram Hussain is senior candidate to Sri G. Ravinder Rao. The union has issued strike notice dated 1-1-1986 over a charter of demands and minutes of discussions were held before the Asst. Labour Commissioner (Central) Vijayawada on 13-2-86. Again the Petitioner union gave another strike notice dated 18-9-1986 and included the demand of Sri G. Ravinder Rao's case in their charter of demands. This case was admitted before the Asst. Labour Commissioner (Central), Vijayawada and it was specifically fold during the course of discussions that the SDIs which were installed at VK No. 7 incline only on experimental basis, were transferred to Yellandu in December 1985. During the course of bilateral discussions held on 20th, 21st and 25th November 1986, in the office of the Agent, VK 7 Group of Mines, the management clearly intimated that if Sri G. Ravinder Rao had gone along with Machine to Yellandu he would have stood for a chance for promotion to become Machine Mining Operator in SDL Section Sri G. Ravinder Rao was not willing to go to Yellandu and prepared to remain at VK 7 Shaft only, thus he voluntarily given up the chance to work on SDL machine. That was the reason, the Union has agreed not to press this issue. When the representatives of the union stated that Sri G. Ravindra Rao was not willing to go to Yellandu which is about 50 KMs away from his working place on transfer to work on SDL machines, as per the understanding with the Union of A. P. Colliery Mazdoor Sangh during the conciliation proceedings on 13-2-1986 the petitioner was promoted to Cat. IV (Four i.e. Tyndal and posted at the same mine. It is further submitted that Union initially made a demand that Sri G. Ravinder Rao should be given eligibility for I Class fare when he avails L.T.C. and management made it clear that unless a workman gets Rs. 26.35 Ps. basic pay he is not eligible for I Class fare and union requested the management to take Sri G. Ravinder Rao's acting allowance into consideration. As per rules, acting allowance cannot be taken for eligibility of other benefits and workman concerned is not willing to stand a chance at Yellandu where SDL machine was transferred so Union requested the management to post Sri G. Ravinder Rao in a scale which will enable Sri G. Ravinder Rao to avail I Class fare for I.T.C. Accordingly Tyndal promotion was given otherwise Sri G. Ravinder Rao was not even entitled for Tyndal promotion in Cat. IV. Having accepted for the above mentioned understanding now the union has gone back on its word and raised a dispute alleging that Sri G. Ravinder Rao has not worked as Tyndal in Cat. IV and

still he was promoted. The material facts were distorted by the petitioner union and made a demand for Cat. VI post i.e. Machine Mining Operator high-handedly Management at no point of time agreed to promote Sri G. Ravinder Rao to Cat. VI as alleged in this petition; and as stand earlier after due discussions only Sri G. Ravinder Rao was promoted as Tyndal in Cat. IV. With reference to para No. 3, it is respectfully submitted that there is no vacancy for Cat. VI post and it is well settled law that Courts cannot give a direction to create a post and promote. Promotion is a managerial function and the eligible candidate will alone be promoted depending upon the qualification, seniority passing of departmental test and as per availability of vacancies. What is sought by the Union now is to create a post in Cat. VI to AM-50 and promote Sri G. Ravinder Rao which is contrary to law as already there are permanent workmen working in Cat. VI on AM-50 machine. It is further submitted operating AM-50 machine is totally different from SDL machine. Further, the petitioner alleged that it is a practice of regularising the candidates who work on higher posts after one year is also not correct. In fact regularisation of vacancies does arise only if permanent vacancy exists. As it is already stated that the Project is contingent, the petitioner's claim for Cat. VI does not at all arise. Mere acting in a higher category does not entitled for automatic absorption irrespective of permanent vacancy and suitability of the candidate. It is true that once again the petitioner union raised demand and conciliation took place and it was failed and Central Government was not inclined to refer the dispute as there are no merits. By virtue of the order in W.P. No. 1375/88 the reference has been made.

5. With reference to Para No. 4 the allegation that the Management has promoted Sri Silveri Shankar and Sri Yadagiri who are having less acting experience, is not correct. Sri G. Ravinder Rao cannot compare his case with them. It may be noticed that M/s. Silveri Shankar and Yadagiri were working in the Project since its inception. These two candidates were working in M. M. Sections of V. K. No. 7 Incline. Sri Heeralal Cori was also working in Machine Mining Section (M.M. Section) from inception of the project. There is no truth in the allegation that Sri Heeralal Cori has not acted as operator. He was associated in the project since its inception and was promoted as M. M. Operator from 1-1-1985. These 3 candidates are also seniormost candidates to Sri G. Ravinder Rao. There is no comparison with their promotions. Further, it is submitted that Sri G. Ravinder Rao was allotted to SDL and some times his services were utilised on AM-50 also on acting basis, whenever required. All the above referred candidates who are in dispute are seniors and moreover all of them have been utilised and meant for machine mining sections only. When the SDIs were transferred to Yellandu, Sri G. Ravinder Rao was offered to go but was not willing to go to Yellandu on transfer. As such, the Union's claim of go is absurd. There were two vacancies of M. M. Operator on AM-50 and hence interview was conducted. Sri Akram Hussain, Sri B. Prakash Rao, Sri D. Nageswara Rao Sri G. Ravinder Rao and others were called for the interview and those persons who have secured maximum number of marks were promoted as Machine Mining Operators and orders were issued accordingly. There is no truth in the allegation that Sri Akram Hussain and B. Prakash Rao were juniors to Sri G. Ravinder Rao. Further more, it is submitted that the Management is not victimising Sri G. Ravinder Rao to suppress his union's activities as alleged by the petitioner. Even Sri B. Prakash Rao is also senior to Sri G. Ravinder Rao. The following statement depicts that Sri G. Ravinder Rao is not senior to any of the candidates with whom he is disputing now.

Sl. No.	Name	Dt. of apptt. with designation	Dt. of confirmation as Gen. Mazdoor	Date of subsequent promotion with designation	Date of next promotion with designation
S/Sri					
1.	Silveri Shankar	7-7-81 Badli Filler	25-11-82	1-1-84 Cable Boy Cat. III	1-1-85— M.M. Operator Cat. IV
2.	B. Yadagiri	25-1-75 Casual Labour	1-11-76	1-1-84 -do-	-do-
3.	Heeralal Cori	3-9-56 Coal Filler.	1957	1960— Conveyor Operator Cat. IV	-do-
4.	Akram Hussain	22-6-81 Badli Filler	10-6-82	1-12-82—Cable Boy Cat. III 1-6-86 Tyndal Cat. IV.	1-2-88—M.M. Operator Cat. VI
5.	D. Nageswara Rao	24-6-81 Badli Filler	—	1-12-82 Cable Boy Cat. III 1-6-86—Tyndal Cat. IV	NIL
6.	Gopi Ravinder Rao	13-7-81 Badli Filler	1-10-82	1-1-84 Cable Boy Cat. III 1-6-86 Tyndal Cat. IV	NIL
7.	Boga Prakash Rao	9-7-81 Badli Filler	1982	1-10-82—Conveyor Extension Cat. IV.	1-2-88 MM Operator Cat. IV.

Under the forecited circumstances, it is submitted that the petitioner union is not having any right to claim for promotion as Operator Cat. VI irrespective of vacancies at 7 Shaft that too with retrospective effect from January 1983 i.e. from the date of its inception. It is submitted that no candidate can afford directly for higher category from lower rung i.e. Cat. I to Cat. VI. At the time of inception of the experimental project Sri G. Ravinder Rao was on Cat. I and he was given training to SDL operation and he was considered for promotion as Cableman in Cat. III and thereupon he was given training on some more skills on SDL operation for considering him for higher categories in case he works on SDL alone. But, during the course of discussions before the Asst. Labour Commissioner (Central) Vijayawada, when the SDLs were transferred to Yellandu he was not willing to go to Yellandu and voluntarily given up the chance and thus he has forecited to claim for any further promotion after Cat. IV. In fact his case was considered after bilateral discussions for Cat. IV as Tyndal. Now he is working as Tyndal only and Sri G. Ravinder Rao has not made any protest for Tyndal promotion and there is no question of considering him to Cat. VI and the SDL machines have been transferred to Yellandu. It is respectfully submitted that there is no vacancy to Cat. VI post and the management has not promoted him to Cat. VI and hence the question of confirming him in Cat. VI does not arise and the reference itself is bad in law; on this ground alone the claim should be dismissed. Further more it is submitted that this company is running in losses and not in a position to take any extra financial burden and the wages are given to the workman according to the categories.

In view of these points as submitted it is prayed that this Hon'ble Tribunal may be pleased to dismiss the claim petition.

7. While the matter stood posted for enquiry, both the parties and concerned workman G. Ravinder Rao have filed a joint memo compromising the matter among themselves. The terms of compromise were read over and explained to both the parties and the concerned workman Sri G. Ravinder Rao, present in the court and all of them admitted the same is true and correct. In the interest of keeping peace and harmony in the industry and to keep the good relationship between the management and the workman, the compromise is recorded. In view of the compromise entered into between both the parties, I am of opinion there is no need to pass an award on merits in this case and an award has to be passed in terms of compromise.

8. In the result, an award is passed in terms of the compromise as entered into by both parties. The joint memo of compromise filed by both the parties is appended to the award. There will be no order as to costs.

Dictated to the steno-typist, transcribed by him, corrected by me and given under my hand and the seal of this Tribunal, this the 24th day of June, 1991.

SRI G. KRISHNA RAO, Presiding Officer

[No. L-21012/109/87-D.III (B)]

Appendix of Evidence

NIL

BEFORE THE INDUSTRIAL TRIBUNAL AT

HYDERABAD

I.D. No. 44/88

JOINT MEMO OF COMPROMISE FILED BY BOTH
THE PARTIES

It is submitted Government of A.P. made the following reference :

"Whether the demand of A.P. Colliery Mazdoor Sangh, Opp. Head Post Office, Kothagudem Collieries P.O. Khammam (Dt.) A.P. 507101 for confirmation of Sri G. Ravinder Rao, Operator 7-Shaft, Singareni Collieries Co. Limited, Kothagudem as Operator Cat-VI is justified? If so, what relief is the workman entitled to?"

In pursuance of the said reference this Hon'ble Court numbered this reference as I.D. No. 44 of 1988 and petitioner filed claim and management filed counter.

Afterwards both the parties of the said matter settled the matter outside court and entered into compromise on the following terms:

(1) The workman in dispute Sri G. Ravinder Rao will be considered for promotion in the vacancy arising after 1-6-91, as per the promotion rules and practice of the company in VI category as a special case and one time policy to maintain industrial harmony with the Union.

(2) The Union agreed that his seniority should be maintained from the date of his promotion in VI category.

In view of the above terms the union as well as the workman in dispute agree that they will not make any claim pertaining to his seniority or promotion or back wages or continuity of service on the alleged ground of promotion.

In view of settling this matter outside the court on the above terms this Hon'ble Court may be pleased to record the above compromise in terms of the award and pass necessary orders in the circumstances of the case.

(K. V. Subba Rao)
Senior Personnel Officer
on behalf of Management.
(Shankar Singh)
General Secretary,
A.P. Colliery Mazdoor Sangh.

(G. Ravinder Rao),
Workman.

का. घा. 2090.—प्रौद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सैन्ट्रल सतग्राम यूनिट आफ सतग्राम (घार) कोलियरी आफ ई. सी. लि. के प्रबन्ध संत्र के संबद्ध निशोजकों और उनके कर्मचारों के बीच प्रनुबंध में निदिष्ट प्रौद्योगिक विवाद में केन्द्रीय सरकार, प्रौद्योगिक अधिकरण, आसंसोल के रजिस्ट्रार को प्रकाशित करता है, जो केन्द्रीय सरकार को 9-7-91 को प्राप्त हुआ था।

S.O. 2090.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Asansol as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Central Satgram Unit of Satgram (R) Colliery of M/s. E.C. Ltd., of their workmen, which was received by the Central Government on the 9-7-91.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL ASANSOL

Reference No. 43/89

PRESENT

Shri N. K. Saha, Presiding Officer.

PARTIES:

Employers in relation to the management of Central Satgram Unit of Satgram (R) Colliery of M/s. E.C. Ltd.

AND

Their workman.

APPEARANCES:

For the Employers—Sri P. K. Das, Advocate.

For the Workman—Shri Bijoy Kumar, Joint Secretary of the union.

INDUSTRY : Coal.

STATE : West Bengal

Dated, the 26th June, 1991

AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred on them by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 has referred the following dispute to this Tribunal for adjudication vide Ministry's Order No. L-22012(86)/89-IR(CII) dated the 9th October, 1989.

SCHEDULE

"Whether the management of Central Satgram Unit of Satgram (R) Colliery under Satgram Area of M/s. E.C. Ltd., in not referring Sri Ajodhaya Shaw, underground Looseman to the Apex Medical Board as per findings of the Area Medical Board and also not allowing him to avail of the benefit of clause 9.4.3 of the NCWA-III was justified? If not, to what relief the workman concerned is entitled?"

2. The case of the union in brief is that the concerned workman Sri Ajodhaya Shaw was an Underground Looseman at Central Satgram Unit of Satgram (R) Colliery under Eastern Coalfields Ltd. He was not keeping good health and as a result he was under medical treatment at Kalla Hospital w.e.f. May, 1987. Again he was sent to the said Central Hospital, Kalla for treatment on 5-1-88. Sri Shaw represented to the Agent of the Satgram (R) Colliery on 1-5-88 to process his case for voluntary retirement on medical ground and also to arrange for his medical test at Area level at the earliest. On his representation he was directed to appear before the Area Level Medical Board on 24-6-88 along with treatment papers. Accordingly he appeared before the said medical Board and the result communicated to him which reads—

"advised to continue treatment—fit for duty".

The workman submitted representation to the Agent on 24-8-88 protesting against the decision of the Area Medical Board. On such representation he was again examined by the Medical Board on 12-10-88 at Satgram Area Hospital and the Medical Board observed "Referred to Apex Medical Board/Sanatoria for final opinion regarding disablement". After such opinion given by the Area Medical Board the management did not take any action and did not refer him to appear before the Apex Medical Board. The management motivatedly delayed the matter so that the workman attains the age of superannuation which was due on 28-3-89.

Without taking any action on the medical report for referring the workman to Apex Medical Board, the management superannuated the workman w.e.f. 28-3-89 without disposing his case for voluntary retirement.

4. Thereafter the union raised dispute. But the attempts of conciliation failed. Ultimately the matter was sent to the Ministry of Labour and the Ministry of Labour has referred the case to this Tribunal for adjudication.

5. The management has filed written statement contending inter-alia that the allegations made by the concerned workman was referred to a Screening Committee to consider his case regarding his disablement and the report of the Screening Committee was duly communicated to the workman. The Screening Committee did not recommend for referring the case to Apex Medical Board. Hence he was not referred to Apex Medical Board. The concerned workman all along performed his normal duties till the date of his superannuation on 28-3-89. The concerned workman is not entitled to get any benefit in this case.

6. Admittedly the concerned workman Sri Ajodhaya Shaw was a Looseman of the Satgram (R) Colliery. It is admitted that he was ill for certain period and he appeared before the Area Medical Board and the Area Medical Board opined for sending his case to Apex Medical Board as alleged by the workman. We find that without referring the concerned workman to Apex Medical Board the management sent him to a Screening Committee and on the report of the Screening Committee, his case was not referred to Apex Medical Board. The learned Lawyer for the management has urged before me that the Screening Committee was formed according to the rules framed by the management and there was no wrong in it. But I am unable to look eye to eye with the learned Lawyer of the management on this point. I find that in the present case according to the terms of N.C.W.A., the Apex Medical Board was the only authority to consider regarding his disablement as the workman was referred to Apex Medical Board by the Area

Medical Board. Considering all the rules, facts and circumstances I find that the management had no authority to refer him to the Screening Committee.

7. In the result I find that the management was not justified in not referring the concerned workman Sri Ajodhaya Shaw, Underground Looseman to the Apex Medical Board as per findings of the Area Medical Board.

8. Now comes the question whether he is entitled to get any benefit under clause 9.4.3 of the NCWA-III. For that purpose I direct that the management shall refer Sri Ajodhaya Shaw to Apex Medical Board and Apex Medical Board shall consider—

- (i) Whether Ajodhaya Shaw is at present permanently disabled to perform the work of an underground looseman. If the Apex Medical Board finds that Ajodhaya Shaw is still fit to perform his duty then he shall not get any benefit of the said clause of N.C.W.A.-III.
- (ii) if the Apex Medical Board finds that Ajodhaya Shaw as present is a permanently disabled person to perform his duty as underground looseman then on the basis of old treatment records and considering his attendance for work till the date of his superannuation shall report to the management whether Ajodhaya Shaw was permanently disabled before his date of superannuation and
- (iii) if the Apex Medical Board finds that Ajodhaya Shaw was permanently disabled before the date of his superannuation then the concerned workman shall be given all the benefits of clause 9.4.3 of N.C.W.A.-III. This is my award.

N. K. SAHA, Presiding Officer

[No. L-22012/86/89-IR-(C-II)]

RAJA LAL, Desk Officer

नई दिल्ली, 10 जुलाई, 1991

का.घा. 2091.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 4 के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार भारत के प्रसाधारण राजपत्र भाग-II, खण्ड 3, उपखण्ड (ii) दिनांक 27 अगस्त, 1990 में प्रकाशित भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का.घा. 2401, दिनांक 27 अगस्त, 90 में निम्नलिखित संशोधन करती है :—

उक्त अधिसूचना में क्रम संख्या 1 के सामने की प्रविष्टि के स्थान पर निम्नलिखित प्रविष्टि रखी जाएगी, अर्थात् :

“श्रम राज्य मंत्री
भारत सरकार, नई दिल्ली।”

[संख्या यू-16012/3/91-एस.एस.-1(क)]

New Delhi, the 10th July, 1991

S.O. 2091.—In exercise of the powers conferred by section 4 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Labour No. S.O. 2401 dated the 27th August, 1990.

In the said notification, for Serial No. 1, the following shall be inserted, namely :—

“1. Minister of State for Labour,
Government of India,
New Delhi.”

[No. U-16012/3/91-SS.I (a)]

का.घा. 2092.—कर्मचारी श्रमिक निधि और प्रकीर्ण उपबंध अधिनियम, 1952 (1952 का 19) की धारा 5-ए की उपधारा (i) के द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार भारत

के प्रसाधारण राजपत्र भाग-II, खंड 3, उपखण्ड (ii) दिनांक 13 फरवरी, 1993 में प्रकाशित भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का.घा. 92(ई), दिनांक 13 फरवरी, 1991 में निम्नलिखित संशोधन करती है :—

उक्त अधिसूचना में क्रम संख्या 1 के सामने की प्रविष्टि के स्थान पर निम्नलिखित प्रविष्टि रखी जाएगी, अर्थात् :—

“श्रम राज्य मंत्री,
भारत सरकार, नई दिल्ली।”

[संख्या यू-16012/3/91-एस.एस.-1]

S.O. 2092.—In exercise of the powers conferred by sub-section (1) of section 5A of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Labour No. S.O. 92(E) dated the 13th February, 1991.

In the said notification, for Serial No. 1, the following shall be inserted, namely :—

“1. Minister of State for Labour,
Government of India,
New Delhi.”

[No. U-16012/3/91-SS.I]

का.घा. 2093.—केन्द्रीय सरकार इससे संतुष्ट है कि लोकहित में यह अपेक्षित है कि उद्योग, भारत सरकार टंकमाल, कलकत्ता जो कि औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की प्रथम अनुसूची में प्रविष्टि 11 द्वारा शामिल है, को उक्त अधिनियम के प्रयोजन के लिए लोक उपयोगी सेवा घोषित किया जाना चाहिए,

अतः श्रम औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (इ) के उपखण्ड (vi) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए तत्काल प्रभाव से छह मास की कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[का.सं. एस-11017/6/85-डी.1(ए)]

S.O. 2093.—Whereas the Central Government is satisfied that the public interest requires that the industry, India Government Mint, Calcutta, which is covered by entry 11 in the First Schedule to the Industrial Disputes Act, 1947 (14 of 1947), should be declared to be a public utility service for the purposes of the said Act ;

Now, therefore, in exercise of the powers conferred by sub-clause (vi) of the clause (n) of Section 2 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby declares with immediate effect the said industry to be a public utility service for the purposes of the said Act for a period of six months.

[F. No. S-11017/6/85-D.I (A)]

नई दिल्ली, 12 जुलाई, 1991

का.घा. 2094.—केन्द्रीय सरकार, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 91क के साथ पठित धारा 88 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अधिनियम प्रवर्तन से मयस हिन्दुस्तान पैट्रोलियम कारपोरेशन लिमिटेड. बम्बई की सभी इकाइयों में नियुक्त सभी कर्मचारियों को प्रथम अप्रैल, 1974 से 30 जून 1980 तक जिसमें यह विनिर्देश भी सम्मिलित है कि अधिधिक के लिए छुट प्रदान करती है।

2. पूर्वोक्त छुट की शर्तें निम्नलिखित हैं, अर्थात् :—

(1) पूर्वोक्त कारखाना, जिसमें कर्मचारी नियोजित है, एक रजिस्टर रखेगा, जिसमें छुट प्राप्त कर्मचारियों के नाम और पदाभिधान दिखाए जायेंगे,

- (2) इस छूट के होते हुए भी, कर्मचारी उक्त अधिनियम के अधीन ऐसी प्रमुखियाएं प्राप्त करते रहेंगे, जिनको पाने के लिए वे इस अधिसूचना द्वारा दी गई छूट के प्रवृत्त होने की तारीख से पूर्व सम्बन्धित अधिदायों के आधार पर हकदार हो जाते,
- (3) छूट प्राप्त अवधि के लिए यदि कोई अधिदाय पहले ही जा चुके हों तो वे वापस नहीं किए जायेंगे,
- (4) उक्त कारखाने का नियोजक, उस अवधि की बाबत जिसके दौरान उस कारखाने पर उक्त अधिनियम प्रवर्तमान था (जिसे हमें इसके पश्चात् 'उक्त अवधि' कहा गया है), ऐसी विवरणियां ऐसे प्रारूप में और ऐसी विविष्टियों सहित देगा जो कर्मचारी राज्य बीमा (साधारण) विनियम, 1959 के अधीन उसे 'उक्त अवधि' की याज्य वेनी थी,
- (5) निगम द्वारा उक्त अधिनियम की धारा 45 की उपधारा (1) के अधीन नियुक्त किया गया कोई निरीक्षक, या निगम का इस निमित्त प्राविष्ट कोई अन्य पदधारी :—
- (i) धारा 44 की उपधारा (1) के अधीन, उक्त अवधि की बाबत दी गई किसी विवरणी विविष्टियों को सत्यापित करने के प्रयोजनार्थ ;
- (ii) यह अधिनियमित करने के प्रयोजनार्थ कि कर्मचारी राज्य बीमा (साधारण) विनियम, 1959 द्वारा यथा प्रप्रेषित और अभिलेख उक्त अवधि के लिए रखे गये थे या नहीं ; या
- (iii) यह अधिनियमित करने के प्रयोजनार्थ कि कर्मचारी, नियोजक द्वारा दिये गए गए उन फायसों को, जिसके प्रतिफलस्वरूप इस अधिसूचना के अधीन छूट दी रही है, तत्काल में और वस्तु रूप में पाने का हकदार बना हुआ है या नहीं ; या
- (iv) यह अधिनियमित करने के प्रयोजनार्थ कि उस अवधि के दौरान, उस उक्त कारखाने के संबंध में अधिनियम उपबन्ध प्रदत्त थे, ऐसे किन्हीं उपबन्धों का अनुपालन किया गया था या नहीं ;

निम्नलिखित कार्य करने के लिए सशक्त होगा :—

- (क) प्रधान या अव्यवहित नियोजक से अपेक्षा करने कि वह उसे ऐसी जानकारी दे जिसे उपरोक्त निरीक्षक या अन्य पदधारी आवश्यक समझता है ;
- (ख) ऐसे प्रधान या अव्यवहित नियोजक के अधिष्ठायाधीन किसी कारखाने स्थापन, कार्यालय या अन्य परिसर में किसी भी उचित समय पर प्रवेश करना और उसके प्रधान से यह अपेक्षा करना कि वह व्यक्तियों के नियोजन और मजदूरी के संदाय से संबंधित ऐसे लेखा, बहियां और अन्य दस्तावेज, ऐसे निरीक्षक या अन्य पदधारी के समक्ष प्रस्तुत करें और उनकी परीक्षा करने दें, या उन्हें ऐसी जानकारी दें, जिसे वे आवश्यक समझते हैं, या
- (ग) प्रधान या अव्यवहित नियोजक की, उसके अधिकारता या सेवक की, या ऐसे किसी व्यक्ति की जो ऐसे कारखाने स्थापन, कार्यालय या अन्य परिसर में पाया जाए, या ऐसे किसी व्यक्ति की जिसके बारे में उक्त निरीक्षक या अन्य पदधारी के पास यह विश्वास करने का युक्तियुक्त कारण है कि वह कर्मचारी है, परीक्षा करना, या

- (घ) ऐसे कारखाने, स्थापन, कार्यालय या अन्य परिसर में रखे गए किसी रजिस्टर, लेखा बही या अन्य दस्तावेज की नकल तैयार तैयार करना या उससे उद्धरण लेना।

[संख्या एस-38014/3/83-एस.एस.-1]

(स्पष्टीकरण जापन)

इस मामले में छूट को भूतलक्षी प्रभाव देना आवश्यक हो गया है क्योंकि छूट के आवेदन पत्र देरी से प्राप्त हुआ था। किन्तु यह प्रमाणित किया जाता है कि छूट को भूतलक्षी प्रभाव देने से किसी भी व्यक्ति के हित पर प्रतिकूल प्रभाव नहीं पड़ेगा।

New Delhi, the 12th July, 1991

S.O. 2094.—In exercise of the powers conferred by section 88 read with section 91-A of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby exempts the regular employees of all units of M/s. Hindustan Petroleum Corporation Limited, Bombay from the operation of the said Act for a period with effect from 1st April, 1974 upto and inclusive of the 30th June, 1980.

The above exemption is subject to the following conditions, namely :—

- (1) The aforesaid establishment wherein the employees are employed shall maintain a register showing the names and designations of the exempted employees;
- (2) Notwithstanding this exemption, the employees shall continue to receive such benefit under the said Act to which they might have become entitled to on the basis of the contributions paid prior to the date from which exemption granted by this notification operates ;
- (3) The contributions for the exempted period, if already paid shall not be refunded ;
- (4) The employer of the said factory/establishment shall submit in respect of the period during which that factory was subject to the operation of the said Act (hereinafter referred to as the said period, such returns in such form and containing such particulars as were due from it in respect of the said period under the Employees' State Insurance (General) Regulations, 1950 ;
- (5) Any inspector appointed by the Corporation under Sub-section (1) of Section 45 of the said Act, or other official of the Corporation authorised in this behalf shall, for the purpose of :—
 - (i) verifying the particulars contained in any return submitted under sub-section (1) of Section 44 for the said period ; or
 - (ii) ascertaining whether registers and records were maintained as required by the Employees' State Insurance (General) Regulations, 1950 for the said period ; or
 - (iii) ascertaining whether the employees continue to be entitled to benefits provided by the employer in cash and kind being benefits in consideration of which exemption is being granted under this notification ; or
 - (iv) ascertaining whether any of the provisions of the Act had been complied with during the period when such provisions were in force in relation to the said factory, is empowered to—
 - (a) require the principal or immediate employer to furnish to him such information as he may consider necessary ; or
 - (b) enter any factory, establishment, office or other premises occupied by such principal or immediate employer at any reasonable time and require any person found incharge thereof to produce to such inspector or other official and

allow him to examine accounts, books and other documents relating to the employment of personal and payment of wages or to furnish to him such information as he may consider necessary ; or

- (c) examine the principal or immediate employer, his agent or servant, or any person found in such factory, establishment, office or other premises or any reason whom the said inspector or other official has reasonable cause to believe to have been an employee ; or
- (d) make copies of or take extracts from any register, account book or other document maintained in such factory, establishment, office or other premises.

[No. S-38014/3/83-SS. I]

Explanatory Memorandum

It has become necessary to give retrospective effect to the exemption in this case as the application for exemption has received late. However, it is certified that the grant of exemption with retrospective effect will not affect the interest of any body adversely.

नई दिल्ली, 19 जुलाई, 1991

का.प्र. 2095.—केन्द्रीय सरकार का यह समाधान हो जाने पर कि लोकहित में ऐसा करना अर्पेक्षित है, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (ग) की उपधारा (6) के अनुसरण में भारत सरकार के श्रम मंत्रालय की तारीख 10 जनवरी 1991 की अधिसूचना संख्या 213 के तहत दिल्ली दुग्ध योजना के अधीन दुग्ध आपूर्ति उद्योग की उक्त अधिनियम के प्रयोजनार्थ 29 जनवरी, 1991 से छह माह की कालावधि के लिये लोकोपयोगी सेवा घोषित किया था,

और केन्द्रीय सरकार की राय है कि लोकहित में उक्त प्रबंध की ओर छह माह के लिये बढ़ाना अपेक्षित है,

अतः अब औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (ग) की उपधारा (6) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनार्थ 29 जुलाई, 1991 से छह माह की कालावधि के लिये लोकोपयोगी सेवा घोषित करती है।

[संख्या एम-11017, 14/81-डी-1(ए)]

ए.के. भट्टारай, धरम सचिव

New Delhi, the 19th July, 1991

S.O. 2095.—Whereas the Central Government having been satisfied that the public interest so required had in pursuance of the provision of sub-clause (vi) of clause (n) of Section 2 of the Industrial Disputes Act, 1947 (14 of 1947), declared by the notification of the Government of India in the Ministry of Labour, S.O. No. 213 dated the 10th January, 1991 the industry for the supply of milk under the Delhi Milk Scheme to be a public utility service for the purposes of the said Act, for a period of six months from the 29th January, 1991 ;

And, whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months ;

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of Section 2 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby declares the said industry to be a public utility service for the purpose of the said Act, for a further period of six months from the 29th July, 1991.

[No. S-11017/14/81-D.I (A)]

A. K. BHATTARAI, Under Secy.

नई दिल्ली, 15 जुलाई, 1991

का.प्र. 2096.—बीडी कर्मकार कल्याण निधि नियमावली, 1978 के नियम 3 के उप नियम (2) और नियम 16 के साथ पठित बीडी कर्मकार कल्याण निधि अधिनियम, 1976 (1976 का 62) की धारा 5 के द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा, औरन सरकार, श्रम मंत्रालय की अधिसूचना संख्या का.प्र. 69 दिनांक 20 दिसम्बर, 1990 जो भारत के राजपत्र के भाग-2, खंड 3, उप-खंड (ii) के पृष्ठ 55 पर दिनांक 5 जनवरी, 1991 को प्रकाशित हुई थी, में निम्नलिखित संशोधन करती है:—

इस अधिसूचना के क्रमांक 6 और उससे संबंधित प्रविष्टि को निम्नलिखित से प्रतिस्थापित किया जायेगा, अर्थात्:—

“6. श्री विजय क्शत्रया
पार्टनर,
चौबीस नं. भुकासा बीडी
शॉप नं. 24, नेहरू मार्केट,
बीजापुर।

[नं. ए-19012/4/88-इएल्यू-II(सी)]

बी.डी. नागर, धरम सचिव

New Delhi, the 15th July, 1991

S.O. 2096.—In exercise of the powers conferred by Section 5 of the Beedi Workers Welfare Fund Act, 1976 (62 of 1976), read with sub-rule (2) of rule 3 and rule 16 of the Beedi Workers Welfare Fund Rules, 1978, the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Labour No. S.O. 69, dated the 20th December, 1990 published at page 55 of the Gazette of India, Part II, Section 3, sub-section (ii), dated the 5th January, 1991 :—

In the said notification for serial number 6 and the entry relating thereto, the following shall be substituted, namely :—

“6. Shri Vijaya Kshatranya,

Partner,

Twentyfour No. Bhukasa Beedi,
Shop No. 24, Nehru Market,
Bijapur.

Employers'

representative

[No. U-19012/4/88-W.II (C)]

V. D. NAGAR, Under Secy.

नई दिल्ली, 16 जुलाई, 1991

का.प्र. 2097.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक प्राप्. बड़ीदा. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कलकत्ता के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-7-91 को प्राप्त हुआ था।

New Delhi, the 16th July, 1991

S.O. 2097.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Calcutta as shown in the Annexure in the industrial dispute between the employers in relation to the Bank of Baroda and their workmen, which was received by the Central Government on 9-7-1991.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
AT CALCUTTA

Reference No. 15 of 1990

PARTIES :

Employers in relation to the management of Bank of Baroda

AND

Their workmen.

PRESENT :

Mr. Justice Manash Nath Roy, Presiding Officer.

APPEARANCE :

On behalf of employers--Mr. L. N. Basak, Manager, (Personnel).

On behalf of workmen--Mr. R. G. Chattopadhyaya, General Secretary of the Bank of Baroda Employees Association.

STATE : West Bengal

INDUSTRY : Banking

AWARD

The following dispute was referred to this Tribunal for adjudication by the Government of India, Ministry of Labour vide Order No. L-12011/9/90-IV B.II dated 31-5-1990 :—

"Whether the action of the management of Bank of Baroda in imposing the punishment of stoppage of one increment with cumulative effect on S/Sri Pradip Kumar and S. K. Singh, cash clerks are justified? If not, to what relief the workmen are entitled?"

2. After the reference, pleadings were completed and thereafter on 21-6-1991 a petition was filed by the authorised representative of the workmen praying for a No Dispute Award in view of the fact that the workmen concerned are no longer interested in the present dispute.

3. Such being the position, I feel no dispute is existing and I make a No Dispute Award.

Dated, Calcutta,

The 24th June, 1991.

MANASH NATH ROY, Presiding Officer

[No. L-12011/9/90-IV.B.II]

V. K. VENUGOPALAN, Desk Officer

नई दिल्ली, 16 जूलाई, 1991

का.प्र. 2098.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार में, यी.सी.सी. एस. का मूनीदीह प्रोजेक्ट, के प्रबंधन से संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं. 1 धनबाद, के पंचाट को प्रकाशित करती है।

New Delhi, the 16th July, 1991

S.O. 2098.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 1, Dhanbad as shown in the Annexure in the industrial dispute between the employers in relation to the management of Moonidih Project of M/s. ECCL and their workmen, which was received by the Central Government.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 AT DHANBAD

Reference No. 47 of 1990

PARTIES :

Employers in relation to the management of Moonidih Project of M/s. Bharat Coking Coal Ltd.

AND

Their workmen.

PRESENT :

Shri S. K. Mitra, Presiding Officer.

APPEARANCES :

On behalf of the workmen—None.

On behalf of the employers—Shri B. Joshi, Advocate.

STATE : Bihar

INDUSTRY : Coal

Dhanbad, the 24th June, 1991

AWARD

By Order No. L-20012(192)/89-I.R. (Coal-I), dated, the 26th/28th February, 1990, the Central Government in the Ministry of Labour, has in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :—

"Whether the action of the management of Moonidih Area of M/s. B.C.C. Ltd., P.O. Moonidih, Distt. Dhanbad in dismissing Shri Barhoo Das, vide letter No. MND/Supdt./BER/Dismissal/87/4387 dated 17/19-5-87 from service is justified? If not, to what relief the workman is entitled?"

2. The order of reference for adjudication of the industrial dispute was received in the office of this Tribunal on 1-3-1990 and the same was registered as Ref. No. 47/90. Thereafter notices were issued to the parties. In response to the notice Shri B. Joshi, Advocate appeared for management and filed his letter of authority. But neither the concerned workman nor the representative of the sponsoring union appeared to take any step in the matter. Thereafter several adjournments were given to the sponsoring union to file written statement. In all the dates Shri B. Joshi, Advocate for the management, appeared but the sponsoring union did not turn up. Thereupon, show cause notices were issued to the sponsoring union on 5-12-90 and 18-1-91. In spite of that none appeared for the concerned workman to file written statement. In the circumstances, I am constrained to pass a 'No dispute' Award in the present industrial dispute.

S. K. MITRA, Presiding Officer

[No. L-20012(192)/89-IR (Coal-I)]

K. J. DYVA PRASAD, Desk Officer

